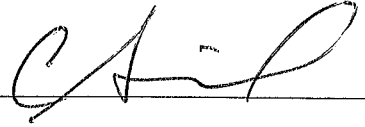


This is **Exhibit "4"** referred to in the Affidavit of Mark Horrox sworn before me this 5th day November, 2019.

A handwritten signature in black ink, appearing to read 'CSIMARD', is written over a horizontal line.

CHRIS SIMARD
Barrister and Solicitor

ACCEL CANADA HOLDINGS LIMITED

as Borrower

and

ACCEL ENERGY LIMITED, ACCEL ENERGY SERVICES CANADA LIMITED, MICHAEL WILLIAMS, WAYNE CHODZICKI and JONATHAN SCHROEDER and SUCH OTHER PERSONS WHO BECOME GUARANTORS FROM TIME TO TIME

as Guarantors

and

**THE LENDERS LISTED
ON THE SIGNATURE PAGES**

as Lenders

and

THIRD EYE CAPITAL CORPORATION

as Agent

CREDIT AGREEMENT

November 3, 2017

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CREDIT AGREEMENT

Credit Agreement dated as of November 3, 2017 among ACCEL Canada Holdings Limited, as Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder and such other guarantors from time to time party hereto, as guarantors, the lenders from time to time party hereto, as lenders, and Third Eye Capital Corporation, as administrative agent.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

“ACCEL Delaware” means ACCEL Energy Limited.

“Accounting Change” has the meaning specified in Section 1.7(3).

“Acquisition” means the acquisition by the Borrower of all of the Swan Hills Assets pursuant to the terms of the Acquisition Agreement, such that following the completion of such Acquisition the Borrower will be the legal and beneficial owner of the Swan Hills Assets.

“Acquisition Agreement” means the asset purchase and sale agreement (Swan Hills assets) entered into between Pengrowth Energy Corporation, as vendor, and the Borrower dated as of September 6, 2017.

“Acquisition Closing” means the completion of the Acquisition in accordance with the Acquisition Agreement.

“Acquisition Documents” means, collectively, the Acquisition Agreement and all other ancillary documents contemplated or referred to in the Acquisition Agreement and any other document designated as an “Acquisition Document” by the Agent and the Borrower.

“Activating Notice” has the meaning specified in Section 2.9(3).

“Advances” means advances made by the Lenders under the Facilities pursuant to Article 3 and **“Advance”** means any one of such advances.

“Advances Outstanding” means, (a) in relation to the Borrower and a particular Lender at any time under all Facilities, an amount equal to the sum of the aggregate principal amount of the outstanding Advances made by such Lender under each of the Facilities and (b) in relation to the Borrower and all Lenders at any time under all Facilities means the sum of all Advances Outstanding to each Lender under each of the Facilities.

“AESC” means ACCEL Energy Services Canada Limited.

“**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent**” means TEC, in its capacity as administrative agent for the Lenders under this Agreement, and any successor appointed pursuant to Section 9.8.

“**Agreement**” means this credit agreement as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time.

“**Annual Business Plan**” means, for any Financial Year, the annual business plan of the Borrower prepared on a consolidated basis, with financial projections and budgets for a 36 month period, in each case consisting of a balance sheet, statement of income, statement of cash flows, proposed capital expenditures and a list of assumptions upon which such projections are based.

“**Anti-Terrorism Laws**” means any law, judgment, order, executive order, decree, ordinance, rule or regulation of any Governmental Authority related to terrorism financing or money laundering, including Part II.1 of the *Criminal Code*, R.S.C. 1985, c. C-46, as amended, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, S.C. 2000, c. 17 as amended, regulations promulgated pursuant to the *Special Economic Measures Act*, S.C. 1992, c. 17 and the *United Nations Act*, R.S.C. 1985, c. U-2, in each case, as amended.

“**Applicable Law**” means, (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, determination, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any Authorization or other written approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the Assets of such Person, in each case whether or not having the force of law.

“**Applicable Margin**” means, at any time, the margins per annum set forth below corresponding to the Borrowing Base at such time:

Level	Percentage of Borrowing Base Outstanding	Applicable Margin
I	Less than 25%	5%
II	25-55%	6%
III	Greater than 55%	7%

“**Applicable Rate**” with respect to the Revolving Facility means the Revolving Facility Rate, with respect to the Term Loan A Facility means the Term Loan A Facility Rate and with respect to the Term Loan B Facility means the Term Loan B Facility Rate.

“Approved Petroleum Engineers” means an independent petroleum engineering firm acceptable to the Agent.

“Asset” means, with respect to any Person, any property (including real property), assets and undertakings of such Person of every kind and wheresoever situated, whether now owned or hereafter acquired (and, for greater certainty, includes any Equity Securities or like interest of such Person in any other Person).

“Assignee” has the meaning specified in Section 10.8(3).

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Agent, in substantially the form of Exhibit 4 or any other form approved by the Agent.

“Authorization” or **“Authorizations”** means any authorization, qualification, consent, approval, waiver, order, decree, demand, license, grant, franchise, right, privilege, exemption, certification, permit, registration, filing, qualification or declaration of or with any Person or Governmental Authority or the giving of notice to any Person or Governmental Authority or any other action in respect of a Person or Governmental Authority.

“Availability” means, as of the date of determination, an amount equal to (a) the lesser of the then effective Borrowing Base and Revolving Commitment minus (b) the outstanding principal amount of Advances under the Revolving Facility.

“Bank Account” means any bank account of a Credit Party, including the bank accounts set forth in Schedule 5.1(qq)(v).

“BB Value” means, (a) as to the P&NG Rights, the value, if any attributed to the P&NG Rights under the then effective Borrowing Base, as determined by the Agent (after taking into account any Dispositions or similar transactions), and (b) as to Swap Agreements, the net effect of any calculation or payment of the Swap Termination Value on the amount of the Borrowing Base, as determined by the Agent.

“Blocked Account Agreements” means the blocked account agreements among a Blocked Account Credit Party, the Agent and the relevant depository bank with respect to a Bank Account, in form and substance satisfactory to the Agent.

“Blocked Account Credit Parties” means the Corporate Credit Parties.

“Blocked Accounts” means the Bank Accounts of the Blocked Account Credit Parties that are subject to the Blocked Account Agreements.

“Board of Directors” means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person, (b) in the case of any limited liability company, the board of managers of such Person, (c) in the case of any partnership, the board of directors of the general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

“Borrower” means ACCEL Canada Holdings Limited, a corporation incorporated under the laws of Alberta, and its successors and permitted assigns.

“Borrowing Base” means at any particular time, the value in Dollars determined in accordance with Section 2.13 on account of Proven Reserves attributable to the P&NG Rights of the Borrower described in the most recent Independent Engineering Report or Internal Engineering Report, as applicable), delivered to the Agent pursuant to Section 2.13.

“Borrowing Base Shortfall” has the meaning attributed to it in Section 2.14.

“Buildings and Fixtures” means all plant, buildings, structures, erections, improvements, appurtenances and fixtures (including fixed Equipment) situated on any of the Subject Properties.

“Business” means the business carried on by the Credit Parties which comprises the development, production and/or acquisition of P&NG Rights and Petroleum Substances.

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which chartered banks in Canada are closed for business in Toronto, Ontario or Calgary, Alberta.

“Capital Lease” means any lease which has been or should be capitalized on the books of the Borrower in accordance with GAAP.

“Capstone” means Capstone Power Development (B.C.) Corp.

“Capstone Development Agreement” means the master development agreement between ACCEL Delaware, the Borrower and Capstone dated June 30, 2017.

“Cash Equivalents” means (a) investment grade securities issued, guaranteed or insured by the government of Canada or any province, or the United States of America or any state, and having terms to maturity of not more than one year, and (b) term deposits and certificates of deposit having maturities of not more than one year of any domestic commercial bank of recognized standing and investment grade credit rating having net capital in excess of \$500,000,000.00.

“Cash Proceeds of Realization” means the aggregate of (a) all Proceeds of Realization in the form of cash, and (b) all cash proceeds of the sale or disposition of non-cash Proceeds of Realization.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority, or (c) the making or issuance of any Applicable Law by any Governmental Authority.

"Change of Control" means (a) the occurrence of any transaction or event as a result of which any Person or group of Persons (other than the Corporate Credit Parties or any of them or other than the Agent) acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)) shall purchase or acquire legal or beneficial ownership, either directly or indirectly, of 50% or more (by voting power) of the outstanding Equity Securities of any Corporate Credit Party or (b) the direct or indirect Disposition of all or substantially all of the Assets of the Corporate Credit Party to any Person or group of Persons (other than another Corporate Credit Party).

"Closing Date" means the date of satisfaction or waiver of all conditions set out in Section 4.1 and Section 4.2 and the making available of the Facilities hereunder, or such other date as agreed by the Borrower and the Agent, on behalf of the Lenders.

"Closing Fee" means the closing fee in the amount of \$4,200,000.00 payable by the Borrower to the Agent, for the *pro rata* benefit of the Lenders, in consideration of making available the Facilities.

"CO&O" means the Agreement for the Ownership and Operation of the Swan Hills Gas Gathering System effective January 1, 2017.

"Collateral" means any and all Assets in respect of which the Agent or any Secured Creditor has or is intended to have a Lien pursuant to a Security Document.

"Commitments" means, collectively, the Revolving Commitment, the Term Loan A Commitment and the Term Loan B Commitment, as the same may be reduced or redetermined, as applicable, pursuant this Agreement.

"Compliance Certificate" means a certificate of the Borrower substantially in the form of Exhibit 2, signed on its behalf by any Key Officer or other officer acceptable to the Agent.

"Contaminant" means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos in any form or condition, PCBs, or any hazardous or toxic constituent of any such substance or waste, in each case, which is listed or regulated under any Environmental Law.

"Control" 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 the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"Controlled"** have corresponding meanings.

"Corporate Credit Parties" means the Credit Parties other than the Individual Guarantors.

"Corporate Guarantors" means ACCEL Delaware, AESC and any other Person who becomes a Corporate Guarantor from time to time.

“Credit Documents” means this Agreement, the Intercreditor Agreement, the Security Documents, and all other documents executed and delivered to the Agent and the Lenders, or any of them, by the Credit Parties from time to time in connection with this Agreement or any other Credit Document (including, without limitation, any Blocked Account Agreement).

“Credit Parties” means the Borrower and the Guarantors.

“Current Assets” means, at any time, the amount of current assets of the Borrower as determined in accordance with GAAP, on a consolidated basis, but in any event (A) including Availability, and (B) excluding any asset representing a valuation account arising out of (a) asset retirement obligations (as determined in accordance with GAAP), and (b) changes in fair value of the Swap Agreements (as determined in accordance with GAAP).

“Current Liabilities” means, at any time, the amount of current liabilities of the Borrower as determined in accordance with GAAP, on a consolidated basis, but in any event excluding the current portion of long-term Debt existing under this Agreement, and any liabilities representing a valuation account arising out of (a) asset retirement obligations (as determined in accordance with GAAP), and (b) changes in fair value of the Swap Agreements (as determined in accordance with GAAP).

“Debt” of any Person means (without duplication):

- (a) all indebtedness of such Person for borrowed money, including bankers' acceptances, letters of credit or letters of guarantee;
- (b) all indebtedness of such Person for the deferred purchase price of Assets or services, other than for Assets and services purchased in the ordinary course of business and paid for in accordance with customary practice and not represented by a note, bond, debenture or other evidence of Debt;
- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Assets acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Assets);
- (d) all obligations of such Person represented by a note, bond, debenture or other evidence of Debt;
- (e) all obligations under Capital Leases and all obligations under synthetic leases, in each case, in respect of which such Person is liable as lessee;
- (f) all obligations to purchase, redeem, retire or otherwise acquire for value (other than for other Equity Securities) any Equity Securities in the capital of the Person which, by their terms (or by the terms of any security into which they are convertible or for which they are exchangeable), or upon the happening of any event (i) mature or are mandatorily redeemable pursuant to a sinking fund

obligation or otherwise, (ii) are redeemable for cash or debt at the sole option of the holder, or (iii) provide for scheduled payments of dividends in cash, in each case, on or prior to the latest Maturity Date;

- (g) all obligations to deliver commodities, goods or services, including, without limitation, Petroleum Substances, in consideration of one or more advance payments for periods in excess of 120 days prior to the date of delivery, other than in the ordinary course of business; and
- (h) all Debt of another entity of a type described in clauses (a) through (f) which is directly or indirectly guaranteed by such Person.

The Debt of any Person shall include the Debt of any other entity (including a partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or relationship with such entity, except (other than in the case of general partner liability) to the extent that the terms of such Debt expressly provide that such Person is not liable therefor.

For the avoidance of doubt, "Debt" does not include obligations in respect of Swap Agreements, indemnities incurred in the ordinary course of business or in connection with the disposition of assets (including, without limitation, indemnities granted to Individual Guarantors), any employee or director compensation, or obligations under operating leases.

"Default" means an event which, with the giving of notice or passage of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

"Default Rate" means ten percent (10%) per annum.

"Depreciation Expense" means, for any period, depreciation, depletion, amortization and other non-cash expenses of the Borrower which non-cash expenses reduce Net Income for such period, determined on a consolidated basis in accordance with GAAP.

"Disposition" means, with respect to any Asset of any Person, any direct or indirect sale, lease (where such Person is the lessor), assignment, cession, transfer, exchange, conveyance, release or gift of such Asset, including by means of a sale and leaseback transaction, or any reorganization, consolidation, amalgamation or merger of such Person pursuant to which such Asset becomes the property of any other Person; and **"Dispose"** and **"Disposed"** have meanings correlative thereto.

"Distribution" means, with respect to any Person, any payment (whether by cash, property or both) by such Person (a) of any dividend or other distribution on issued Equity Securities of such Person or any of its Subsidiaries, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement, retraction or other acquisition of any issued Equity Securities of such Person or any of its Subsidiaries, to (i) any Affiliate of such Person, (ii) any Person that directly or indirectly owns or controls Equity Securities of such

Person, (iii) any Affiliate of a Person described in clause (ii), (iv) any Person that is an officer or director of such Person or of any Affiliate of such Person or of any Person described in clause (ii) or clause (iii), or (v) any immediate family member of any of the foregoing (the Persons referred in in subparagraphs (i) through (v) inclusive of paragraph (c) of this definition are referred to in this definition of Distribution as the “**Restricted Parties**”), (d) of principal or other amounts in respect of Debt owed to Restricted Parties, or (e) any payments outside of the ordinary course of business. A Distribution also includes any transfer by a Person of such Person’s Assets for consideration less than Fair Market Value to any Restricted Party.

“**EBITDAX**” means, for any Person for any period, the Net Income of such Person for such period, plus (without duplication) each of the following determined for such Person on a consolidated basis for such period (to the extent deducted in calculating Net Income): (a) income or franchise taxes of such Person and their Subsidiaries accrued in accordance with GAAP for such period; (b) Interest Charges; (c) Depreciation Expense; (d) any unusual or non-recurring non-cash expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Net Income for such period, non-cash losses on sales of assets outside of the ordinary course of business) of such Person and their Subsidiaries; (e) exploration expenses and accretion of asset retirement obligations; and less (f) all non-cash income included in Net Income. For avoidance of doubt, EBITDAX shall be calculated taking into account realized gains and losses with respect to Swap Agreements in connection with monthly settlements in the ordinary course of business, but shall not otherwise take into account realized gains and losses in connection with early hedge unwinds or terminations, and EBITDAX shall also not include unrealized marked-to-market gains and losses with respect to Swap Agreements. For purposes of calculating EBITDAX, the EBTIDAX shall be based on a trailing period of four (4) consecutive Financial Quarters; provided, however, that for the first full three Financial Quarters after the Closing Date, the EBITDAX component of such ratio shall be calculated on an annualized basis using (i) the prior Financial Quarter’s EBITDAX with respect to the first such full Financial Quarter, multiplied by four, (ii) the prior two Financial Quarters’ aggregate quarterly EBITDAX with respect to the first two such Financial Quarters, multiplied by two and (iii) the prior three Financial Quarters’ aggregate quarterly EBITDAX with respect to the first three such full Financial Quarters, multiplied by four-thirds.

“**Eligible Assignee**” means any Person who is or becomes an assignee in accordance with this Agreement.

“**Engineering Report**” means either the Independent Engineering Report or the Internal Engineering Report, as the context requires.

“**Environmental Certificate**” means a certificate substantially in the form of Exhibit 6.

“**Environmental Laws**” means, in respect of a Person, all Applicable Law and agreements between such Person and a Governmental Authority relating to pollution, public health, the protection of the environment, the release of hazardous substances, wastes, air emissions and discharges to waster or public systems, materials and occupational health and safety.

“Environmental Liabilities” means all liabilities imposed by, under or pursuant to Environmental Laws or which relate to the existence of Contaminants on, under or about the Subject Properties.

“Equipment” means each Corporate Credit Party’s now owned or hereafter acquired machinery, equipment, rolling stock, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, appliances, tools, implements, cables, wires, towers, casing, tubing, rods, furniture, fixtures, and other tangible personal property (other than dies, tools, jigs, and office equipment, as well as all of such types of property leased by such Corporate Credit Party and all of such Corporate Credit Party’s rights and interests with respect thereto under such leases (including, without limitation, options to purchase)); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

“Equity Securities” means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person’s capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

“Equivalent Amount” means, on any day with respect to any two currencies, the amount obtained in one such currency (the **“first currency”**) when an amount in the other currency is converted into the first currency using the Royal Bank of Canada’s spot rate for the conversion of the applicable amount of the other currency into the first currency in effect as of 10:00 a.m. (Calgary time) on such day, if such day is a Business Day or, if such day is not a Business Day, then on the immediately preceding Business Day, or, in the absence of such spot rate on such day, using such other rate as the Agent may reasonably select.

“Event of Default” has the meaning specified in Section 8.1.

“Excluded Taxes” means, with respect to the Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its net income and capital, and franchise taxes imposed on it (in lieu of net income and capital taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located and (c) in the case of a Foreign Lender, any withholding tax that is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 7.2(5).

“Existing TEC Credit Agreement” means the credit agreement dated June 30, 2017 among the Borrower, as borrower, the Guarantors, as guarantors, ACCEL Energy Canada Limited, as a credit party, the lenders party thereto, as lenders, and the Agent, as administrative agent.

“Existing TEC Financing” means the debt financing to the Borrower made pursuant to the Existing TEC Credit Agreement.

“Extension Request” means a request to extend the Revolving Facility Maturity Date and/or the Term Loan A Facility Maturity Date substantially in the form of Exhibit 7.

“Facilities” means, collectively, the Revolving Facility, the Term Loan A Facility and the Term Loan B Facility, in each case made available to the Borrower under and in accordance with this Agreement; and **“Facility”** means any one or more of the Facilities, as applicable.

“Fair Market Value” means, with respect to any asset or property, the price which could be negotiated in an arm’s length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value pursuant to any transaction by a Credit Party shall be determined by such Credit Party, acting reasonably, and such determination shall be conclusive; provided, however, that if such Fair Market Value is determined to exceed \$5,000,000.00, such Fair Market Value shall be determined by an independent accounting firm, chartered business valuator, investment bank or similar expert acceptable to the Agent, acting reasonably.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code of 1986 as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and, for the avoidance of doubt, any intergovernmental agreements and any “foreign financial institution” agreements entered into to implement the foregoing.

“Fees” means the fees payable by the Borrower under this Agreement.

“Financial Assistance” means with respect of any Person and without duplication, any loan, Guarantee, indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other Person or any obligation (contingent or otherwise) primarily for the purpose of enabling another Person to incur or pay any Debt or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other Person against loss in respect of Debt of the other Person and includes any Guarantee of or indemnity in respect of the Debt of the other Person and any absolute or contingent obligation to (directly or indirectly):

- (a) advance or supply funds for the payment or purchase of any Debt of any other Person;

- (b) purchase, sell or lease (as lessee or lessor) any property, assets, goods, services, materials or supplies primarily for the purpose of enabling any Person to make payment of Debt or to assure the holder thereof against loss;
- (c) Guarantee, indemnify, hold harmless or otherwise become liable to any creditor of any other Person from or against any losses, liabilities or damages in respect of Debt;
- (d) make a payment to another for goods, property or services regardless of the non-delivery or non-furnishing thereof to a Person;
- (e) make an advance, loan or other extension of credit to or to make any subscription for Equity Securities, equity or capital contribution, or investment in or to maintain the capital, working capital, solvency or general financial condition of another Person;
- (f) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Debt or other obligation;
- (g) to be an account party in respect of any letter of credit or letter of guarantee issued to support such Debt or other obligation; or
- (h) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise).

The amount of any Financial Assistance is the amount of any loan or direct or indirect financial assistance or support, without duplication, given, or all Debt of the obligor to which the Financial Assistance relates, unless the Financial Assistance is limited to a determinable amount, in which case the amount of the Financial Assistance is the determinable amount.

“Financial Calculation” has the meaning specified in Section 1.7(4).

“Financial Quarter” means a period of three consecutive months in each Financial Year ending on March 31, June 30, September 30 and December 31 of such year.

“Financial Year” means, in relation to the Borrower, its financial year commencing on January 1 of each calendar year and ending on December 31 of such year.

“Foreign Lender” means, in respect of a particular Credit Party, a Lender that is not organized under the laws of the jurisdiction in which such Credit Party is resident for tax purposes by application of the laws of that jurisdiction and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Credit Document to be resident for income tax or withholding tax purposes in the

jurisdiction in which such Credit Party is resident for tax purposes by application of the laws of that jurisdiction. For the purposes of this definition, Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"GAAP" means, at any time, accounting principles generally accepted in Canada as recommended in the *CPA Canada Handbook - Accounting* at the relevant time applied on a consistent basis.

"Goods" means tangible personal property but excluding chattel paper, documents of title, instruments, money and investment property (as these terms are defined in the *Personal Property Security Act* (Alberta) from time to time).

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Guarantee" of or by any Person (in this definition, the **"guarantor"**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (in this definition, the **"primary credit party"**) in any manner, whether directly or indirectly. The term "Guarantee" shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee in respect of Debt shall be deemed to be an amount equal to the stated or determinable amount of the related Debt (unless the Guarantee is limited by its terms to a lesser amount, in which case to the extent of such amount) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guarantor in good faith.

"Guarantors" means the Corporate Guarantors, the Individual Guarantors, and such other guarantors from time to time party hereto.

"Impermissible Qualification" means, relative to the financial statements or notes thereto of the Borrower or the opinion or report of any independent auditors as to such financial statements or notes thereto, any qualification or exception to such financial statements, notes, opinion or report, as the case may be, which (a) is of a "going concern" or similar nature or (b) relates to any limited scope of examination of material matters relevant to such financial statements, if such limitation results from the refusal or failure of the Borrower to grant access to necessary information within the power of the Borrower to so grant.

"Indemnified Taxes" means (a) Taxes other than Excluded Taxes, and, (b) to the extent not described in (a), Other Taxes.

"Indemnatee" has the meaning specified in Section 10.6(2).

"Independent Engineering Report" means an independently prepared economic and reserve evaluation report applicable to the Borrower's Petroleum Substances in respect of the P&NG Rights of the Borrower, in form satisfactory to the Agent, prepared by the Approved Petroleum Engineers, setting forth, as of each January 1st (or such other date requested by the Agent) (a) the location, quantity, and type of the estimated Proven Reserves located in Canada and attributable to the P&NG Rights of the Borrower, (b) a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the product price, cost escalation, and other economic assumptions specified by the Agent, and (c) such other information as is customarily obtained from and provided in such reports or is otherwise requested by the Agent.

"Individual Guarantors" means the following officers and directors of the Corporate Credit Parties who have been requested to provide such guarantees, including Michael Williams, Wayne Chodzicki and Jonathan Schroeder, and any other officer or director of the Corporate Credit Parties who becomes an Individual Guarantor from time to time.

"Information" has the meaning specified in Section 10.14(2).

"Intellectual Property" means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, recipes, methods, processes, designs, technology, technical data, schematics, formulae and customer lists and profiles, and documentation relating to any of the foregoing, (c) copyrights, copyright registrations and applications for copyright registration, (d) mask works, mask work registrations and applications for mask work registrations, (e) designs, design registrations, design registration applications and integrated circuit topographies, (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, and (g) any other intellectual property and industrial property.

"Intercreditor Agreement" means the intercreditor agreement among the agent pursuant to the Existing TEC Credit Agreement (on behalf of the lenders under the Existing TEC Credit Agreement) and the Agent (on behalf of the Lenders) which outlines the respective priorities of the Liens granted by the Corporate Credit Parties to the agent under the Existing TEC Credit Agreement and granted to the Agent hereunder.

"Interest Charges" means, for any period, for the Corporate Credit Parties and their Subsidiaries, the sum (without duplication of amounts added) of (a) the aggregate amount of interest expense (including imputed interest with respect to capitalized loan

fees and lease obligations) accrued during such period on a consolidated basis in accordance with GAAP and (b) all capitalized interest during such period.

“Internal Engineering Report” means a report prepared by the Borrower in accordance with the procedures in the Independent Engineering Report, and certified by a Key Officer, of the economic and reserve evaluation report applicable to the Borrower’s Petroleum Substances in respect of the P&NG Rights of the Borrower, in form satisfactory to the Agent, setting forth, as of each date requested by the Agent, (a) the location, quantity, and type of the estimated Proven Reserves located in Canada and attributable to the P&NG Rights of the Borrower, (b) a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date, based upon the product price, cost escalation, and other economic assumptions specified by the Agent, and (c) such other information as is customarily obtained from and provided in such reports or is otherwise requested by the Agent.

“Investment” in any Person means (a) any advances, loans or other extensions of credit, Guarantees, indemnities or other contingent liabilities in the nature of a Guarantee or indemnity or capital contributions (other than prepaid expenses in the ordinary course of business) to such Person (by means of transfers of money or other Assets), (b) any purchase of any Equity Securities, bonds, notes, debentures or other securities of such Person, or (c) the acquisition of all or substantially all the Assets of such Person or of a business carried on by, or a division of, such Person.

“Key Officers” means, at any time, any of (a) Michael Williams, (b) Wayne Chodzicki; and (c) such other senior officer of the Borrower as may be identified by the Agent from time to time.

“Leased Properties” means, collectively, the real properties forming the subject matter of the Leases and more particularly described in Schedule 5.1(k).

“Leases” means the leases, subleases, rights to occupy and licences of or relating to real property or Buildings and Fixtures to which any Credit Party is a party.

“Lenders” mean, collectively, the lenders set forth on the signature pages of this Agreement, and any Person who may become a Lender under this Agreement in accordance with Section 10.8.

“Licensee Liability Rating and Liability Management Rating” means the licensee liability rating and liability management rating or similar program adopted and assessed by the Alberta Energy Regulator pursuant to Directive 006 - Licensee Liability Rating (LLR) Program and License Transfer Process and related regulations, directives, orders, or guidelines enacted or adopted by any of the foregoing or any other Governmental Authority in addition thereto having jurisdiction.

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), conditional sale agreement, Capital Lease or other title retention agreement or arrangement, defect of title, adverse

claim, set off arrangement (other than a set off arrangement arising in the ordinary course) or any other arrangement or condition that in substance secures payment or performance of an obligation.

“Life Insurance Policy” means a life insurance policy taken on the life of Michael Williams in the amount of not less than \$2,000,000.00, naming the Agent as named insured and first loss payee;

“Majority Lenders” means, at any time, Lenders who, taken together, hold or are beneficially entitled to at least 66-2/3% of the Commitments at that time.

“Mandatory Repayments” has the meaning ascribed thereto in Section 2.4(3).

“Material Adverse Effect” means (a) a material adverse effect on the business, operations, results of operations, prospects, Assets, liabilities or financial condition of the Credit Parties taken as a whole, (b) a material adverse effect on the ability of any of the Credit Parties to perform its obligations under any Credit Document to which it is a party, or (c) a material adverse effect on the rights and remedies of the Lenders or the Agent under any Credit Document.

“Material Agreements” means the agreements listed in Schedule 5.1(qq)(iv) and any agreement, contract or similar instrument to which any of the Corporate Credit Parties is a party or to which any of its Assets may be subject for which breach, non-performance, cancellation, termination or failure to renew could reasonably be expected to have a Material Adverse Effect (including, without limitation, the CO&O).

“Maturity Date” means, in respect of:

- (a) the Revolving Facility, the Revolving Facility Maturity Date;
- (b) the Term Loan A Facility, the Term Loan A Facility Maturity Date; and
- (c) the Term Loan B Facility, the Term Loan B Facility Maturity Date.

“Net Eligible Debt” means the sum of (i) the Obligations, plus (ii) the Borrower’s consolidated Debt under the Existing TEC Credit Agreement, plus (iii) any other Debt and/or declared or accrued (but unpaid) Distributions of the Corporate Credit Parties, plus (iv) any obligations under Swap Agreements, less (v) discretionary Cash Equivalents of the Borrower on a consolidated basis.

“Net Income” means, for any period, the net income (loss) of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP.

“Net Proceeds” means any one or more of the following:

- (a) with respect to any sale or other Disposition of Assets by any of the Credit Parties, the net amount equal to the aggregate amount received in cash (including any cash received by way of deferred payment pursuant to a note

receivable, other non-cash consideration or otherwise, and the release of any amount from an indemnity reserve, escrow or similar fund, but in each case only as and when such cash is so received) in connection with such Disposition, less the sum of (v) reasonable fees (including, without limitation, reasonable accounting, advisory and legal fees), commissions and other out-of-pocket expenses incurred or paid for by the Credit Party in connection with such Disposition (as evidenced by supporting documentation provided to the Agent upon request therefor by the Agent), (w) taxes incurred in connection with such Disposition, whenever payable, and (x) the principal amount of any Debt (other than Debt under the Credit Documents) that is secured by such Asset and that is required to be repaid in connection with such Disposition;

- (b) with respect to the receipt of proceeds by any of the Credit Parties under any insurance, the net amount equal to the aggregate amount received in cash in connection with such receipt of insurance proceeds less taxes incurred attributable to such proceeds, whenever payable;
- (c) with respect to any issuance or creation of Debt or Equity Securities of any of the Credit Parties or of any capital contributions by any Person in any of the Credit Parties, the net amount equal to the aggregate amount received in cash in connection with such issuance, creation or capital contribution, less the sum of reasonable fees (including, without limitation, reasonable accounting, advisory and legal fees), commissions and other out-of-pocket expenses incurred or paid for by such Credit Party in connection with the issuance, creation or capital contribution (as evidenced by supporting documentation provided to the Agent upon request therefor by the Agent).

“Notice of Advance” has the meaning specified in Section 3.2.

“Obligations” means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Credit Parties, or any of them, to the Secured Creditors, or any of them, under, in connection with or pursuant to the Credit Documents, and Obligations of a particular Credit Party shall mean all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by such Credit Party to the Secured Creditors, or any of them, under, in connection with or pursuant to the Credit Documents to which such Credit Party is a party.

“Oil and Gas Ownership Certificate” means a certificate substantially in the form of Exhibit 5.

“Original Currency” has the meaning specified in Section 10.9(1).

“Other Currency” has the meaning specified in Section 10.9(1).

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Credit Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document, in each case, including any interest, additions to tax or penalties applicable thereto.

“Owned Properties” means, collectively, (a) the land and premises owned by each Corporate Credit Party on the date of this Agreement and which are listed on Schedule 5.1(k), and (b) after the date of this Agreement, the lands and premises notified to the Agent pursuant to each Compliance Certificate, but shall exclude lands and premises sold or otherwise disposed of as permitted in this Agreement as and from the date of such sale or disposition.

“P&NG Rights” means all of the right, title, estate and interest, whether contingent or absolute, legal or beneficial, present or future, vested or not, and whether or not an “interest in land”, of the Borrower at such time in and to any, or such as are stipulated, of the following, by whatever name the same are known:

- (a) rights to explore for, drill for, produce, take, save or market Petroleum Substances from or allocated to its lands or lands with which the same have been pooled or unitized;
- (b) rights to a share of the production of Petroleum Substances from or allocated to lands or lands with which the same have been pooled or unitized;
- (c) rights to a share of the proceeds of, or to receive payments calculated by reference to the quantity or value of, the production of Petroleum Substances from or allocated to lands or lands with which the same have been pooled or unitized;
- (d) rights in any of the lands described in paragraphs (a) through (c) of this definition or documents of title related thereto, including leases, subleases, licenses, permits, reservations, rights and privileges; and
- (e) rights to acquire any of the above rights described in paragraphs (a) through (d) of this definition,

and includes interests and rights known as working interests, royalty interests, overriding royalty interests, gross overriding interests, production payments, profits interests, net profits interests, revenue interests, net revenue interests and other economic interests.

“Participant” has the meaning specified in Section 10.8(3).

“PCBs” means polychlorinated biphenyls.

“Pension Plan” means any “registered pension plan” as defined under the *Income Tax Act* (Canada) and contributed to by a Corporate Credit Party for its employees (including, without limitation, any such plan that contains a “defined benefit provision” as such term is defined under the *Income Tax Act* (Canada)) or any “negotiated contribution plan”, as such term is defined under the *Pension Benefits Standards Act* (Canada) or any similar plan registered under pension standards legislation in another jurisdiction in Canada;

“Permitted Liens” means, in respect of any Person, any one or more of the following:

- (a) undetermined or inchoate Liens arising in the ordinary course of and incidental to construction or current operations which have not been filed pursuant to Applicable Law against any Corporate Credit Party or in respect of which no steps or proceedings to enforce such Lien have been initiated or which relate to obligations which are not due or delinquent or if due or delinquent, any Lien which the applicable Corporate Credit Party is in good faith contesting if such contest involves no risk of loss that could reasonably be expected to have a Material Adverse Effect and an adequate reserve in accordance with GAAP has been established by the applicable Corporate Credit Party;
- (b) Liens incurred or created in the ordinary course of business and in accordance with sound industry practice in respect of the joint operation of P&NG Rights or related production or processing facilities as security in favour of any other Person conducting the development or operation of the property to which such Liens relate, for any Corporate Credit Party’s portion of the costs and expenses of such development or operation, provided such costs or expenses are not due or delinquent or if due or delinquent, any Lien which any Corporate Credit Party is in good faith contesting if such contest involves no risk of loss that could reasonably be expected to have a Material Adverse Effect and an adequate reserve in accordance with GAAP has been established by the applicable Corporate Credit Party;
- (c) to the extent a Lien is created thereby, a sale or disposition of P&NG Rights resulting from any pooling or unitization agreement entered into in the ordinary course of business when, in the applicable Corporate Credit Party’s reasonable judgment, it is necessary to do so in order to facilitate the orderly exploration, development or operation of such properties, provided that, the applicable Corporate Credit Party’s resulting pooled or unitized interest is proportional (either on an acreage or reserve basis) to the interest contributed by it and is not materially less than the applicable Corporate Credit Party’s interest in such P&NG Rights prior to such pooling or unitization and its obligations in respect thereof are not greater than its proportional share based on the interest acquired by it;
- (d) to the extent a Lien is created thereby, farm-out interests or overriding royalty interests, net profit interests, reversionary interests and carried interests in respect of the applicable Corporate Credit Party’s P&NG Rights that are or were

entered into with or granted to arm's length third parties in the ordinary course of business and in accordance with sound industry practice;

- (e) Liens for penalties arising under non-participation provisions of operating agreements in respect of the applicable Corporate Credit Party's P&NG Rights or any related facilities, if such Liens would not reasonably be expected to have a Material Adverse Effect;
- (f) easements, rights-of-way, servitudes, zoning or other similar rights or restrictions in respect of land held by the applicable Corporate Credit Party (including rights-of-way and servitudes for railways, sewers, drains, pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) which, either alone or in the aggregate, do not materially detract from the value of the property and assets concerned or the use of the affected property and assets or would not reasonably be expected to have a Material Adverse Effect;
- (g) any Lien or trust arising in connection with worker's compensation, employment insurance, pension and employment Applicable Law which a Corporate Credit Party is in good faith contesting if such contest involves no risk of loss that could reasonably be expected to have a Material Adverse Effect and an adequate reserve in accordance with GAAP has been established by the applicable Corporate Credit Party;
- (h) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant or permit acquired by a Corporate Credit Party or by any statutory provision to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (i) all reservations in the original grant from the Crown of any lands and premises or any interests therein and all statutory exceptions, qualifications and reservations in respect of title which, either alone or in the aggregate, do not materially detract from the value of the property and assets concerned or the use of the affected property and assets;
- (j) any right of first refusal in favour of any Person granted in the ordinary course of business with respect to all or any of the P&NG Rights or related facilities of any Corporate Credit Party;
- (k) public and statutory Liens not yet due and similar Liens arising by operation of Applicable Law;
- (l) Liens on cash or securities pledged to secure performance of tenders, surety and appeal bonds, government contracts, performance and return of money bonds, bids, trade contracts, leases, statutory obligations, regulatory obligations and other obligations of a like nature incurred in the ordinary course of business;

- (m) the Security Documents;
- (n) Liens in existence on the date hereof which the Agent, in its discretion, has permitted in writing to remain outstanding;
- (o) Liens granted by the Borrower, ACCEL Delaware and AESC pursuant to the agent and the lenders under the Existing TEC Credit Agreement; and
- (p) Liens disclosed in Schedule 6.2(c) but only to the extent such Liens conform to their description in Schedule 6.2(c).

“Person” means a natural person, sole proprietorship, corporation, limited liability company, trust, joint venture, association, company, partnership, institution, public benefit corporation, investment or other fund, Governmental Authority or other entity, and pronouns have a similarly extended meaning.

“Petroleum Substances” means oil, gas, coal seam gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, and all other liquid and gaseous hydrocarbons produced or to be produced in conjunction therewith from a well bore and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, including, but not limited to, sulfur, geothermal steam, water, carbon dioxide, helium, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

“PPSA” means the *Personal Property Security Act* (Alberta) (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

“Prime Rate” means, at any time, the rate of interest per annum equal to the per annum rate of interest quoted, published and commonly known as the “prime rate” of the Royal Bank of Canada established at its main office in Toronto, Ontario as the reference rate of interest in order to determine interest rates for loans in Dollars to its Canadian borrowers, adjusted automatically with each quoted or published change in such rate, all without the necessity of any notice to the Borrower or any other Person.

“Proceeds of Realization” means all cash and non-cash proceeds derived from any sale, disposition or other realization of the Collateral (a) after any notice by the Agent to the Borrower pursuant to Section 8.2 declaring all indebtedness of the Borrower hereunder to be immediately due and payable or the automatic acceleration of such indebtedness, (b) upon any dissolution, liquidation, winding-up, reorganization, bankruptcy, insolvency or receivership of any of the Credit Parties (or any other arrangement or marshalling of the Collateral that is similar thereto) or (c) upon the enforcement of, or any action taken with respect to, any of the Credit Documents. For greater certainty, prior to the Security becoming enforceable (y) insurance proceeds less than \$100,000 derived as a result of the loss or destruction of any of the Collateral or (z) cash or non-cash proceeds derived from any expropriation or other condemnation of any of the Collateral shall not constitute Proceeds of Realization.

“Proved Developed Producing Reserves” or **“PDP Reserves”** means the Proven Reserves which are categorized as both “developed” and “producing” under the definitions for oil and gas reserves promulgated by the Canadian Institute of Mining, Metallurgy and Petroleum (or any other generally recognized authority) as in effect at the time in questions and reasonably acceptable to the Agent.

“Proven Reserves” means, at any particular time, the estimated quantities of Petroleum Substances that geological and engineering data demonstrate with reasonable certainty to be recoverable in future years from known reservoirs attributable to the P&NG Rights included or to be included in the Borrowing Base under then existing economic and operating conditions (i.e., prices and costs as of the date the estimate is made).

“Purchase Price” has the meaning ascribed thereto in the Acquisition Agreement.

“PV10” means estimated future net revenue, discounted at a rate of 10% per annum, after Taxes and using the Agent’s price deck.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the directors and officers, employees and advisors of such Person and of such Person’s Affiliates.

“Revolving Commitment” means: (a) initially, \$80,000,000, as such amount may be reduced or otherwise redetermined pursuant to Section 2.2; or (b) with respect to a Lender, the relevant amount designated as such opposite such Lender’s name on the signature pages hereto (or as assigned to it pursuant to Section 10.8) with respect to the Revolving Facility.

“Revolving Facility” means the credit facility in the maximum amount of the Revolving Commitment to be made available hereunder to the Borrower by the Lenders in accordance with the provisions hereof.

“Revolving Facility Maturity Date” means the date which is the third (3rd) anniversary of the Closing Date, as such date may be extended pursuant to Section 2.7.

“Revolving Facility Rate” means the greater of (a) eight percent (8%) per annum and (b) the Prime Rate plus the Applicable Margin.

“Sanction” means an international economic sanction administered or enforced by the Canadian Government (including The Department of Foreign Affairs and International Trade Canada and The Department of Public Safety Canada) or other relevant sanctions authority based upon the obligations or authorities set forth in Anti-Terrorism Laws.

“Secured Creditors” means the Agent and the Lenders.

“Security” means, at any time, the Liens in favour of the Secured Creditors, or any of them, in the Assets of the Credit Parties securing the obligations described in the applicable Security Documents.

“Security Documents” means the agreements described as such in Schedule 5.1(nn), and any other security granted to the Secured Creditors, or any of them, as security for the Obligations of the Credit Parties under this Agreement and the other Credit Documents, or any of them.

“Solvent” means, with respect to any Person on a particular date, that on such date, (a) such Person is not for any reason unable to meet its obligations as they generally become due, (b) such Person has not ceased paying its current obligations in the ordinary course of business as they generally become due, and (c) the aggregate property of such Person is, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would be sufficient, to enable payment of all its obligations, due and accruing due.

“Subject Properties” means collectively, the Owned Properties and the Leased Properties.

“Subsidiary” means, with respect to any Person (in this definition, the **“parent”**), at any date, (a) any corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all equity interests entitled to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (b) any partnership, (i) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (ii) the only general partners of which are the parent and/or one or more subsidiaries of the parent, and (c) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent.

“Supplement” has the meaning specified in Section 10.3.

“Swan Hills Assets” means the **“Assets”** as that term is defined in the Acquisition Agreement.

“Swap Agreement” means any agreement with respect to any swap, forward, put, deferred premium put, hedge, future or derivative transaction or option or similar agreement, whether exchange traded, **“over-the-counter”** or otherwise, involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Swap Termination Value” means, in respect of any one or more Swap Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreements, (a) for any date on or after the date such Swap Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreements, as determined by the counterparties to such Swap Agreements.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"TEC" means Third Eye Capital Corporation.

"Technical Advisor" means Netherland Sewell & Associates or other independent energy advisor retained by the Agent.

"Term Loan A Commitment" means: (a) \$35,000,000.00, as such amount may be reduced pursuant to Article 2; or (b) with respect to a Lender, the relevant amount designated as such opposite such Lender's name on the signature pages hereto (or as assigned to it pursuant to Section 10.8) with respect to the Term Loan A Facility.

"Term Loan A Facility" means the credit facility in the maximum amount of the Term Loan A Commitment to be made available hereunder to the Borrower by the Lenders in accordance with the provisions hereof.

"Term Loan A Facility Maturity Date" means the date which is the third (3rd) anniversary of the Closing Date, as such date may be extended pursuant to Section 2.7.

"Term Loan A Facility Rate" means twelve percent (12%) per annum.

"Term Loan B Commitment" means: (a) \$25,000,000.00, as such amount may be reduced pursuant to Article 2; or (b) with respect to a Lender, the relevant amount designated as such opposite such Lender's name on the signature pages hereto (or as assigned to it pursuant to Section 10.8) with respect to the Term Loan B Facility.

"Term Loan B Facility" means the credit facility in the maximum amount of the Term Loan B Commitment to be made available hereunder to the Borrower by the Lenders in accordance with the provisions hereof.

"Term Loan B Facility Maturity Date" means the date which is the second (2rd) anniversary of the Closing Date.

"Term Loan B Facility Rate" means fifteen percent (15%) per annum.

"Wells" has the meaning specified in Section 2.13(5).

"Working Capital Ratio" means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.

Section 1.2 Gender and Number.

Any reference in the Credit Documents to gender includes all genders and words importing the singular number only include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Agreement. The expressions “**Article**”, “**Section**”, “**Schedule**” and “**Exhibit**” followed by a number or other reference mean and refer to the specified Article, Section, Schedule or Exhibit of this Agreement.

Section 1.4 Currency.

All references in the Credit Documents to “Dollars” or “\$”, unless otherwise specifically indicated, are expressed in the lawful currency of Canada.

Section 1.5 Certain Phrases, etc.

In any Credit Document (i) the words “including” and “includes” mean “including (or includes) without limitation”, and the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”, (ii) In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”, and references to “this Agreement”, “hereof” and “herein” and like references refer to such Credit Document and not to any particular Article, Section or other subdivision of such Credit Document.

Section 1.6 Non-Business Days.

Whenever any payment to be made hereunder shall be stated to be due or any action to be taken hereunder shall be stated to be required to be taken on a day other than a Business Day, such payment shall be made or such action shall be taken on the next succeeding Business Day and, in the case of the payment of any amount, the extension of time shall be included for the purposes of computation of interest, if any, thereon.

Section 1.7 Accounting Terms.

- (1) All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP.
- (2) If the Borrower adopts a change in an accounting policy in the preparation of its financial statements in order to conform to accounting recommendations, guidelines, or similar pronouncements, or legislative requirements, and such change would require disclosure thereof under GAAP, or would reasonably be expected to materially and adversely affect (a) the rights of, or the protections afforded to, the Agent or the Lenders hereunder or (b) the position either of the Borrower or of the Agent or the Lenders hereunder, the Borrower shall so notify the Agent, describing the nature of the change and its effect on the current and immediately prior year’s financial statements in accordance with GAAP and in detail sufficient for the Agent and the Lenders to make the determination required of them in the following sentence. If any of the Borrower, the Agent or the Lenders determine at any time that such change in accounting policy results in a material adverse change either (i) in the rights of, or protections afforded to, the Agent or the Lenders intended to be derived, or provided for, hereunder or (ii) in the position either of the Borrower or of the Agent and the Lenders hereunder, written

notice of such determination shall be delivered by the Borrower to the Agent, in the case of a determination by the Borrower, or by the Agent to the Borrower, in the case of a determination by the Agent or the Lenders.

- (3) Upon the delivery of a written notice pursuant to Section 1.7(2) the Borrower and the Agent on behalf of the Lenders shall meet to consider the impact of such change in GAAP or such change in accounting policy (in each case, an “**Accounting Change**”), as the case may be, on the rights of, or protections afforded to, the Agent and the Lenders or on the position of the Borrower or of the Agent and the Lenders and shall in good faith negotiate to execute and deliver an amendment or amendments to this Agreement in order to preserve and protect the intended rights of, or protections afforded to, the Borrower or the Agent and the Lenders (as the case may be) on the date hereof or the position of the Borrower or the Agent and the Lenders (as the case may be); provided that, until this Agreement has been amended in accordance with the foregoing, then for all purposes hereof, the applicable changes from GAAP or in accounting policy (as the case may be) shall be disregarded hereunder and any amount required to be determined hereunder shall, nevertheless, continue to be determined under GAAP prior to such change and the Borrower’s prior accounting policy. For the purposes of this Section 1.7, the Borrower, the Lenders and the Agent acknowledge that the amendment or amendments to this Agreement are to provide substantially the same rights and protection to the Borrower, the Agent and the Lenders as is intended by this Agreement as at the Closing Date. If the Borrower and the Agent on behalf of the Lenders do not (for any reason whatsoever) mutually agree (in their respective sole discretions, without any obligation to so agree) on such amendment or amendments to this Agreement within sixty (60) days following the date of delivery of such written notice, the Borrower shall either continue to provide financial statements in accordance with GAAP prior to such change or provide all such financial information as is reasonably required (or requested by the Agent acting reasonably) in order for any amount required to be determined hereunder to be determined in accordance with GAAP prior to such change and/or the Borrower’s prior accounting policy, including to the extent applicable the calculation of and the reason for the changed amounts as between GAAP prior to such change and GAAP, and, for all purposes hereof, the applicable changes from GAAP prior to such change or in accounting policy (as the case may be) shall be disregarded hereunder and any amount required to be determined hereunder shall, nevertheless, continue to be determined under GAAP prior to such change and/or the Borrower’s prior accounting policy.
- (4) If a Compliance Certificate is delivered in respect of a Financial Quarter or Financial Year in which an Accounting Change is implemented without giving effect to any revised method of calculating a financial calculation hereunder (each a “**Financial Calculation**”), and subsequently, as provided above, the method of calculating the Financial Calculation is revised in response to such Accounting Change, or the amount to be determined pursuant to the Financial Calculation is to be determined without giving effect to such Accounting Change, the Borrower shall deliver a revised Compliance Certificate. Any Event of Default which arises as a result of the Accounting Change and which is cured by this Section 1.7 shall be deemed never to have occurred.

Section 1.8 Rateable Portion of a Facility.

References in this Agreement to a Lender's rateable portion of an Advance, Facility or rateable share of payments of principal, interest, Fees or any other amount, shall mean and refer to a rateable portion or share as nearly as may be rateable in the circumstances, as determined in good faith by the Agent. Each such determination by the Agent shall be *prima facie* evidence of such rateable share.

Section 1.9 Incorporation of Schedules and Exhibits.

The schedules and exhibits attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

Section 1.10 Conflict.

The provisions of this Agreement prevail in the event of any conflict or inconsistency between its provisions and the provisions of any of the other Credit Documents.

Section 1.11 Certificates.

Any certificate required by the terms of this Agreement or any Credit Document to be given by an officer of the Borrower for and on behalf of any Credit Party shall be given without any personal liability on the part of the officer giving the certificate, except to the extent such officer is an Individual Guarantor and is liable under his or her Guarantee of the Borrower's Obligations.

Section 1.12 Permitted Liens.

Any reference in this Agreement or any of the other Credit Documents to a Permitted Lien or a Lien permitted by this Agreement is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Credit Documents to any Permitted Lien or any Lien permitted hereunder.

Section 1.13 References to Agreements.

Except as otherwise provided in this Agreement, any reference in this Agreement to any agreement or document means such agreement or document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented in accordance herewith and therewith.

Section 1.14 Statutes.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

**ARTICLE 2
CREDIT FACILITIES**

Section 2.1 Facilities.

(1) The Lenders hereby establish the Facilities in favour of the Borrower.

- (2) Each Lender severally agrees, on the terms and conditions of this Agreement, to make Advances rateably to the Borrower in accordance with such Lender's Commitment. The Advances shall be made available pursuant to Article 3.

Section 2.2 Commitments and Facility Limits.

- (1) The Advances Outstanding to all Lenders:
 - (a) under the Revolving Facility shall not at any time exceed the lesser of (i) Revolving Commitment and (ii) the Borrowing Base. The rateable portion of the Advances Outstanding to each Lender under the Revolving Facility shall not at any time exceed the lesser of (i) such Lender's rateable portion of the Revolving Commitment and (ii) such Lender's rateable portion of the Borrowing Base;
 - (b) under the Term Loan A Facility shall not at any time exceed the Term Loan A Commitment. The rateable portion of the Advances Outstanding to each Lender under the Term Loan A Facility shall not at any time exceed such Lender's rateable portion of the Term Loan A Commitment; and
 - (c) under the Term Loan B Facility shall not at any time exceed the Term Loan B Commitment. The rateable portion of the Advances Outstanding to each Lender under the Term Loan B Facility shall not at any time exceed such Lender's rateable portion of the Term Loan B Commitment.
- (2) Until the Revolving Facility Maturity Date, the Borrower may borrow, repay and re-borrow Advances under the Revolving Facility, subject to Section 2.1(2). The Term Loan A Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Loan A Facility cannot be re-borrowed and reduces the Term Loan A Commitment (and each Lender's Term Loan A Commitment, rateably) by the amount repaid or prepaid, as the case may be. The Term Loan B Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Loan B Facility cannot be re-borrowed and reduces the Term Loan B Commitment (and each Lender's Term Loan B Commitment, rateably) by the amount repaid or prepaid, as the case may be.

Section 2.3 Use of Proceeds.

The Borrower shall use the proceeds of the initial Advances solely for the purpose of funding a portion of the Purchase Price for the Acquisition of the Swan Hill Assets pursuant to and in accordance with the Acquisition Agreement. For clarity, no proceeds may be used to repay any existing Debt obligations of any Credit Party or Affiliate thereof.

Section 2.4 Mandatory Repayments and Reductions of Commitments.

- (1) The Borrower shall repay (subject to Section 2.4(2), Section 2.4(5), Section 2.5, Section 2.7 and Section 8.1) the full amount of the Advances Outstanding under each Facility, together with all accrued unpaid interest and Fees and all other Obligations in connection with the Facilities, on the applicable Maturity Date; provided that such payment shall be on a Business Day and if such day is not a Business Day, such payment shall be on the immediately following Business Day. In addition, and without limiting

the generality of the foregoing or Section 2.14, the Borrower shall pay to the Agent, for the account of the Lenders, in accordance with their respective rateable share of the Revolving Commitment, the amount, without duplication, by which the Advances Outstanding under the Revolving Facility exceeds the Revolving Commitment.

- (2) The Borrower shall repay (subject to Section 2.4(5), Section 2.5, Section 2.7 and Section 8.1) the Advances Outstanding under the Term Loan A Facility as follows:
 - (a) \$291,667.00 per month commencing on December 1, 2017; and
 - (b) the balances of the Advances Outstanding under Term Loan A Facility, together with all accrued unpaid interest and fees and all other Obligations in connection with the Term Loan A Facility, on the Term Loan A Maturity Date.
- (3) The Borrower shall pay to the Agent, for the account of the Lenders, in accordance with their respective rateable shares in the Facilities, the following amounts ("**Mandatory Repayments**"):
 - (a) 100% of the Net Proceeds arising from any sale or other Disposition relating to all or any part of the Collateral or any interest therein;
 - (b) 100% of the Net Proceeds from any issuance of Debt for borrowed money, including by way of bonds, promissory notes, debentures or similar evidences of indebtedness by the Corporate Credit Parties;
 - (c) 100% of the Net Proceeds from any issuance of Equity Securities by the Corporate Credit Parties; and
 - (d) subject to Section 2.4(4), 100% of any other grants, tax refunds, sales agreements, licensing agreements, royalty agreements, casualty events, insurance payments or other arrangements affecting all or any part of the Collateral,in each case promptly upon receipt thereof.
- (4) The Borrower shall (unless the Corporate Credit Parties have insurance on a replacement cost basis and the proceeds or an amount not less than the proceeds has been expended or committed by such Corporate Credit Parties or their Subsidiaries for the repair or replacement of such property and the Borrower has provided to the Agent evidence reasonably satisfactory to the Agent of such expenditure or commitment), within ten days following the receipt by a Corporate Credit Party or its Subsidiary of any Net Proceeds of insurance, apply, or, to the extent the Secured Creditors are loss payees under any insurance policy, irrevocably direct the Agent to apply, without premium or penalty, such Net Proceeds of insurance in prepayment of the Facilities.
- (5) The Borrower shall give the Agent ten (10) Business Days' prior written notice of any mandatory prepayment pursuant to Section 2.4(3) and Section 2.4(4), including the reason for the mandatory prepayment and the amount of such mandatory prepayment.

Section 2.5 Interest.

- (1) All outstanding Obligations shall bear interest on the unpaid principal amount thereof (including, to the extent permitted by Applicable Law, on interest thereon not paid when due) from the date of an Advance until paid in full in cash at the Applicable Rate.
- (2) Each change in the Prime Rate shall be reflected in the Revolving Facility Rate as of the Business Day following the date of such change.
- (3) The changes in the margins contemplated in the definition of Applicable Margin shall be effective on the third Business Day after each Compliance Certificate contemplated under Section 6.1(a)(vii) is delivered. The adjusted Applicable Margin shall apply in respect of Advances under the Revolving Facility, from and after such date. From and after the Closing Date, in the event that the Borrower has not delivered a Compliance Certificate in respect of any month as required pursuant to Section 6.1(a)(vii), each of the Applicable Margins shall be based on Pricing Level III as determined in accordance with the definition of Applicable Margin until three Business Days following the delivery of such Compliance Certificate.
- (4) Interest accrued on Obligations other than the Advances will be payable in arrears to the Agent, for the account of the Lenders, within three (3) Business Days of demand by the Agent.
- (5) If any Default or Event of Default occurs, then from the date such Default or Event of Default occurs until it is no longer continuing, or until all Obligations irrevocably and indefeasibly are paid and performed in full, as the case may be, in the discretion of the Agent, the Borrower will be obligated to pay interest on the unpaid Obligations at a per annum rate that is equal to the Applicable Rate plus the Default Rate.

Section 2.6 Payments under this Agreement.

- (1) Unless otherwise expressly provided in this Agreement, the Borrower shall (a) make any payment required to be made by it to the Agent or a Lender by depositing the amount of the payment to the Agent in immediately available funds not later than 10:00 a.m. (Calgary time) on the date the payment is due, and (b) with respect to prepayments or repayments of Advances Outstanding, provide to the Agent, upon ten (10) Business Days' notice to the Agent, which notice shall be irrevocable and binding on the Borrower and shall specify (x) the date of repayment, which date shall be a Business Day, and (y) the amount of Advances Outstanding to be repaid.
- (2) Payments made hereunder shall be made on a Business Day. Payments received by the Agent before 10:00 a.m. (Calgary time) on a Business Day will be given value on that Business Day. All payments received by the Agent after 10:00 a.m. (Calgary time) will be given value on the next following Business Day.
- (3) The Borrower shall make each such payment under the Credit Documents in Dollars.

- (4) Any amount received by the Agent for the account of the Lenders or any of them shall be held in trust for their respective benefit until a distribution and shall be deemed to be payment to such Lenders in accordance with the terms of this Agreement.

Section 2.7 Extension of Maturity Date

- (1) The Borrower may extend the Revolving Facility Maturity Date and the Term Loan A Facility Maturity Date by one year by delivering to the Administrative Agent an executed Extension Request and the payment of an extension fee equal to one percent (1.0%) of the sum of (i) the Revolving Commitment and (ii) the amount outstanding under Term Loan A Facility at the time of extension of the Maturity Dates; provided that, such request may not be made more than 90 days or less than 45 days before the applicable Maturity Date.
- (2) If the Extension Request has been delivered and a Default or Event of Default has occurred and is continuing, the Maturity Date shall not be extended, notwithstanding any other provisions hereof to the contrary unless the Agent has waived such Default or Event of Default and consented to such extension in writing.
- (3) The Borrower may not request an extension to the Term Loan B Facility Maturity Date or, in the event that the Revolving Facility has been repaid in full, to the Revolving Facility Maturity Date.

Section 2.8 Optional Prepayments; Termination and Reductions of Commitments.

- (1) The Borrower may in its sole and reasonable discretion exercise the option to (i) prepay the Advances Outstanding under the Revolving Facility at any time or (ii) reduce the Revolving Commitment, rateably, in whole or in part, each upon ten (10) Business Days' prior written notice of such full repayment. Upon exercise of such option, the Borrower shall pay to the Agent on behalf of the Lenders upon the expiry of such ten (10) Business Day period the amount of the proposed prepayment or the amount, if any, by which the Advances Outstanding under the Revolving Facility exceed the proposed reduced Revolving Commitment, as the case may be, together with, in each case, all accrued but unpaid interest thereon, any applicable Fees, and any other Obligations due under this Agreement in connection with the Revolving Facility.
- (2) After the first anniversary of the Closing Date, the Borrower may exercise the option to repay the Advances Outstanding under the Term Loan A Facility at any time upon ninety (90) days' prior written notice of such full repayment. Upon exercise of such option, the Borrower shall pay to the Agent on behalf of the Lenders upon the expiry of such ninety (90) day period the Advances Outstanding under the Term Loan A Facility together with: (i) all accrued but unpaid interest thereon, (ii) any applicable Fees, any (iii) other Obligations due under this Agreement in connection with the Term Loan A Facility, and (iv) an amount equal to five percent (5%) of the principal amount of the Advance Outstanding under the Term Loan A Facility being repaid.
- (3) After the first anniversary of the Closing Date, the Borrower may exercise the option to repay the Advances Outstanding under the Term Loan B Facility at any time upon ninety (90) days' prior written notice of such full repayment. Upon exercise of such

option, the Borrower shall pay to the Agent on behalf of the Lenders upon the expiry of such ninety (90) day period the Advances Outstanding under the Term Loan B Facility together with all accrued but unpaid interest thereon, any applicable Fees, and any other Obligations due under this Agreement in connection with the Term Loan B Facility.

Section 2.9 Cash Management, Collections and Blocked Accounts

- (1) Each Blocked Account Credit Party shall (a) forthwith upon receipt, pay all cash receipts and deposit all cheques and other payments (including all proceeds of Collateral, insurance and reinsurance) into the appropriate Blocked Account, and (b) direct all, obligors, customers, insurers and all other Persons from whom a Blocked Account Credit Party, as applicable, may become entitled to receive payments (including proceeds arising from sale of Assets, business interruption insurance, liquidated damages under any agreement, any performance bond, letter of credit or guarantee, any warranty claim, or property insurance) to pay all such amounts directly to the appropriate Blocked Account.
- (2) Until the Agent has advised the Borrower to the contrary and provided no Default or Event of Default has occurred that is continuing, the Blocked Account Credit Parties at their expense, may enforce, collect, and receive all amounts owing to them in the ordinary course of business. Any cheques, cash, credit card sales and receipts, notes or other instruments or property received by a Blocked Account Credit Party with respect to any Collateral, shall be held by the Blocked Account Credit Party in trust for the Agent, on behalf of the Lenders, separate from the Blocked Account Credit Party's own property and funds, and (a) promptly turned over to the Agent with proper assignments or endorsements by deposit to the Blocked Accounts or the Agent's bank account, or (b) deposited directly by the Blocked Account Credit Parties to the Blocked Accounts or the Agent's bank account. Upon the occurrence of an Event of Default, each of the Blocked Account Credit Parties shall (i) indicate on all of its invoices that funds should be delivered to and deposited in the Agent's bank account; and (ii) direct all of its obligors and customers to deposit any and all proceeds of all Collateral into the Agent's bank account.
- (3) Upon the occurrence and during the continuance of a Default or an Event of Default, the Agent may, pursuant to the Blocked Account Agreements, deliver notice to the depository bank with respect to one or more of the Blocked Accounts (an "**Activating Notice**"), and upon and following delivery of any such Activating Notice, the relevant depository bank will, on a daily basis, wire, or otherwise transfer, in immediately available funds, all funds received or deposited into such Blocked Accounts to such bank account as the Agent may from time to time designate for such purpose.
- (4) On each Business Day during which an Activating Notice is in effect, the Agent shall apply all amounts received by it on such Business Day from the Blocked Accounts to the outstanding Obligations in accordance with the terms of this Agreement and the other Credit Documents. Each of the Blocked Account Credit Parties hereby acknowledges and agrees that, as of the Closing Date, such Blocked Account Credit Party shall immediately deposit or cause to be deposited all proceeds of Collateral only in Blocked Accounts. Each Blocked Account Credit Party agrees that all payments made to the

Blocked Accounts or other funds received and collected by the Agent, whether in respect of proceeds of Collateral, or otherwise, shall, upon the issuance of an Activating Notice, be subject to the Agent's sole control and shall be treated as payments to the Agent in respect of the Obligations and therefore shall constitute the property of the Agent and the Lenders to the extent of the amount of the outstanding Obligations. The receipt of any payment item by the Agent (whether from transfers to the Agent pursuant to a Blocked Account Agreement or otherwise) shall not be considered a payment on account unless such payment item is a wire transfer of immediately available funds made to the Agent's bank account or unless and until such payment item is honoured when presented for payment. Should any payment item be paid to the Agent in a foreign currency, the Agent shall not be obligated to apply any particular exchange rate to such currency and may rely on the depository bank (identified in the Blocked Account Agreement) to convert such foreign currency into Dollars. The Agent shall not be liable or be required to indemnify any Blocked Account Credit Party or any other Person or its depository bank for any foreign exchange losses, fluctuations, etc. The Agent is not required to credit the Advances Outstanding or the other Obligations for the amount of any item of payment which is returned to the Agent unpaid and the Agent may charge the Revolving Facility for the amount of any item of payment which is returned to the Agent unpaid.

Section 2.10 Fees.

- (1) The Borrower shall pay to the Agent on the Closing Date a placement fee equal to \$1,400,000.00.
- (2) The Borrower shall pay to the Agent on the Closing Date, for the ratable benefit of the Lenders, the Closing Fee.
- (3) The Borrower shall pay to the Agent, in advance, on the first Business Day of each month prior to the Maturity Date, a monthly monitoring fee equal to \$25,000.00 per month.
- (4) The Borrower shall pay to the Agent for the account of the Lenders a standby fee calculated at the rate per annum equal to one percent (1%) of the difference between the Revolving Commitment and the average of the Advances Outstanding under the Revolving Commitment, calculated and payable in Dollars monthly in arrears on the first Business Day following the end of each month and on the Revolving Facility Maturity Date. Such fee shall be earned by the Lenders on a rateable basis based on the proportion that each Lender's unused Revolving Commitment bears to the aggregate unused Revolving Commitments.

Section 2.11 Application of Payments and Prepayments.

All amounts received by the Agent from or on behalf of the Borrower and not previously applied pursuant to this Agreement shall be applied by the Agent as follows: (a) first, in reduction of the Borrower's obligation to pay any unpaid expense reimbursements and Fees (in that order) which are due and owing, (b) second, in reduction of the Borrower's obligation to pay interest on the Term Loan B Facility, the Term Loan A Facility and the Revolving Facility, in that order, (c) third, in reduction of the Borrower's obligation to pay any claims or losses

referred to in Section 10.6, (d) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of the Advance which is due and owing under the Term Loan B Facility, (e) fifth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of the Advance which is due and owing under the Term Loan A Facility, (f) sixth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of any Advance which is due and owing under the Revolving Facility, (g) seventh, in reduction of any other obligation of the Borrower under this Agreement and the other Credit Documents, and (h) eighth, to the Borrower or such other Persons as may lawfully be entitled to or directed to receive the remainder. The Agent may vary the foregoing order without the consent of the Borrower.

Section 2.12 Computations of Interest and Fees.

- (1) Interest under this Agreement shall be compounded monthly not in advance, and all computations of interest shall be made by the Agent taking into account the actual number of days occurring in the period for which such interest is payable and on the basis of a year of 365 days.
- (2) All computations of Fees shall be made by the Agent on the basis of a year of 365 days taking into account the actual number of days (including the first day but excluding the last day) occurring in the period for which the fees are payable.
- (3) For purposes of the *Interest Act* (Canada), (a) whenever any interest or Fee under this Agreement is calculated using a rate based on a year of 365 days, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365 days, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365, (b) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement, and (c) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.
- (4) If any provision of this Agreement or of any of the other Credit Documents would obligate any Credit Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by Applicable Law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amount or rate of interest required to be paid to such Lender under the applicable Credit Document, and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada).

- (5) To the extent permitted by Applicable Law, the provisions of the *Judgment Interest Act* (Alberta) will not apply to the Credit Documents and are hereby expressly waived by each Credit Party.

Section 2.13 Borrowing Base

- (1) **Borrowing Base on the Closing Date.** The Borrowing Base in effect as of the Closing Date has been set by the Agent and acknowledged by the Borrower to be \$71,000,000.00. Such Borrowing Base shall remain in effect until the next redetermination or reduction made pursuant to this Section 2.13. The Borrowing Base shall be determined in accordance with the standards set forth in Section 2.13(5) and is subject to periodic redetermination pursuant to this Section 2.13.
- (2) **Semi-Annual Redeterminations.** The Borrowing Base shall be redetermined semi-annually (a “**Semi-Annual Redetermination**”). Each Semi-Annual Redetermination shall be effectuated as follows:
- (a) The Borrower shall deliver to the Agent, on or before each March 1, an Independent Engineering Report dated effective as of the immediately preceding January 1 (or such other date reasonably acceptable to the Agent) together with such other information as may be reasonably requested by the Agent with respect to the P&NG Rights included or to be included in the Borrowing Base. The Agent shall promptly, and in any event within 15 days after receipt of such Independent Engineering Report and other information, notify the Borrower of the amount of the redetermined Borrowing Base to be effective on or about April 1 of such year.
 - (b) The Borrower shall deliver to the Agent, on or before each September 1, an Internal Engineering Report prepared in accordance with the procedures in the most recent Independent Engineering Report and dated effective as of the immediately preceding July 1 (or such other date reasonably acceptable to the Agent), together with such other information as may be reasonably requested by the Agent with respect to the P&NG Rights included or to be included in the Borrowing Base. The Agent shall promptly, and in any event within 15 days after receipt of such Internal Engineering Report and other information, notify the Borrower of the amount of the redetermined Borrowing Base to be effective on or about October 1 of each year.
 - (c) In the event the Borrower does not furnish to Agent the Engineering Reports and the other information reasonably requested by the Agent in accordance with clauses (a) and (b) above by the dates specified therein, the Agent may nonetheless redesignate the Borrowing Base from time-to-time thereafter in its sole discretion, with notice of such redetermination promptly provided to the Borrower in writing; provided however that upon receipt by the Agent of the relevant Engineering Report and the information requested, the Agent shall redetermine the Borrowing Base as otherwise specified in this Section 2.13.
- (3) **Quarterly Redeterminations.**

- (a) In addition to the Semi-Annual Redeterminations, the Borrower may elect to cause the Borrowing Base to be redetermined between Semi-Annual Redeterminations (a **"Quarterly Redetermination"**) in accordance with this Section 2.13, by notifying the Agent concurrently with the delivery of the applicable Engineering Report in connection with the immediately preceding Semi-Annual Redetermination that it requests a Quarterly Redetermination be conducted prior to the next Semi-Annual Redetermination. Each such Quarterly Redetermination and Semi-Annual Redetermination shall be referred to here as a **"Scheduled Redetermination"**.
 - (b) Each requested January 1 Quarterly Redetermination shall be effectuated as follows. The Borrower shall deliver to the Agent, on or before the applicable December 1, an Internal Engineering Report prepared in accordance with the procedures in the most recent Independent Engineering Report and dated effective as of a date that is no later than October 1, together with such other information as may be reasonably requested by the Agent with respect to the P&NG Rights included or to be included in the Borrowing Base. The Agent shall promptly, and in any event within 15 days after receipt of such Internal Engineering Report and other information, notify the Borrower of the amount of the redetermined Borrowing Base to be effective on or about January 1.
 - (c) Each requested July 1 Quarterly Redetermination shall be effectuated as follows. The Borrower shall deliver to the Agent, on or before the applicable June 1, an Internal Engineering Report prepared in accordance with the procedures in the most recent Independent Engineering Report and dated effective as of a date that is no later than April 1, together with such other information as may be reasonably requested by the Agent with respect to the P&NG Rights included or to be included in the Borrowing Base. The Agent shall promptly, and in any event within 15 days after receipt of such Internal Engineering Report and other information, notify the Borrower of the amount of the redetermined Borrowing Base to be effective on or about July 1.
 - (d) In the event the Borrower does not furnish to Agent the Internal Engineering Reports and the other information reasonably requested by the Agent in accordance with clauses (b) and (c) above by the dates specified therein, the Agent may nonetheless redesignate the Borrowing Base from time-to-time thereafter in its sole discretion, with notice of such redetermination promptly provided to the Borrower in writing; provided however that upon receipt by the Agent of the relevant Internal Engineering Report and the other information requested, the Agent shall redetermine the Borrowing Base as otherwise specified in this Section 2.13.
- (4) **Interim Redetermination.** In addition to the Scheduled Redeterminations: (a) based on such information as the Agent deems relevant (but in accordance with Section 2.13(5)), the Agent may, and shall at the request of the Majority Lenders, make any additional redeterminations of the Borrowing Base at any time, and (b) based on such information as the Agent deems relevant (but in accordance with Section 2.13(5)), the Agent shall at

the request of the Borrower, make one additional redetermination of the Borrowing Base during the period between any two Semi-Annual Redeterminations. For the avoidance of doubt, such additional redeterminations of the Borrowing Base shall not constitute nor be construed as a consent to any transaction or proposed transaction that would not be permitted under the terms of this Agreement. The party requesting the redetermination under this paragraph shall give the other party at least 10 days' prior written notice that a redetermination of the Borrowing Base pursuant to this paragraph is to be performed; provided that, no such prior written notice shall be required for any redetermination made by the Agent during the existence of an Event of Default. In connection with any redetermination of the Borrowing Base under this Section 2.13(4), the Borrower shall provide the Agent with an Internal Engineering Report prepared in accordance with the procedures used in the immediately preceding Independent Engineering Report and such other information as may be reasonably requested by the Agent with respect to the P&NG Rights included or to be included in the Borrowing Base. The Agent shall promptly, and in any event within 15 days after receipt of such Internal Engineering Report and such other information, notify the Borrower in writing of each redetermination of the Borrowing Base pursuant to this Section 2.13(4).

- (5) **Engineering Reports.** Each delivery of an Engineering Report by the Borrower to the Agent shall be accompanied by an officer's certificate of a Key Officer certifying the following representations and warranties on behalf of the Borrower to the Agent that, unless otherwise disclosed to the Agent in such officer's certificate at the time of delivery of such Engineering Report: (i) the Borrower owns the P&NG Rights specified therein free and clear of any Liens (except Permitted Liens), (ii) on and as of the date of such Engineering Report each of the P&NG Rights identified as PDP Reserves therein was developed for oil and gas, and the wells pertaining to such P&NG Rights that are described therein as producing wells ("**Wells**"), were each producing oil and/or gas in paying quantities, except for Wells that were utilized as water or gas injection wells, carbon dioxide wells or as water disposal wells (each as noted in such Engineering Report), (iii) the descriptions of quantum and nature of the record title interests of the Borrower, set forth in such Engineering Report include the entire record title interests of the Borrower in such P&NG Rights, are complete and accurate in all respects, and take into account all Permitted Liens, (iv) there are no "back-in", "reversionary" or "carried" interests held by third parties which could reduce the interests of the Borrower in such P&NG Rights except as set forth in, or otherwise accounted for in, the Engineering Report, (v) no operating or other agreement to which the Borrower is a party or by which the Borrower is bound affecting any part of such P&NG Rights requires the Borrower to bear any of the costs relating to such P&NG Rights greater than the record title interest of the Borrower in such portion of such P&NG Rights as set forth in such Engineering Report, except in the event the Borrower is obligated under an operating agreement to assume a portion of a defaulting party's share of costs, and (vi) the Borrower's ownership of the Petroleum Substances and the undivided interests in the P&NG Rights as specified in such Engineering Report (y) will, after giving full effect to all Permitted Liens, afford the Borrower not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Petroleum Substances specified as net revenue interest in such Engineering Report and (z) will cause the Borrower to bear not more than that portion (expressed as a fraction,

percentage or decimal), specified as a working interest in such Engineering Report, of the costs of drilling, developing and operating the Wells identified in such Engineering Report or identified in the Security encumbering such P&NG Rights (except for any increases in working interest with a corresponding increase in the net revenue interest in such P&NG Rights). Such officer's certificate shall have attached as a schedule an updated Schedule 5.1(aa) including a true and complete list of all Swap Agreements of the Corporate Credit Parties, and setting out the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefor, any new credit support agreements relating thereto, any margin required or supplied under any credit support document, and the counterparty to each such agreement.

- (6) **Standards for Redetermination.** Each redetermination of the Borrowing Base by the Agent pursuant to this Section 2.13 shall be made: (a) in the sole discretion of the Agent (but in accordance with the procedures and methods indicated in this Section), (b) in accordance with the Agent's and Lenders' customary internal standards and practices for valuing P&NG Rights in connection with reserve-based oil and gas loan transactions, (c) in conjunction with the most recent Engineering Report and other information received by the Agent relating to the Proven Reserves, and (d) based upon the estimated value of the Proven Reserves owned by the Borrower as determined by the Agent.

In valuing the Borrowing Base, the Agent may also consider the business, financial condition, and Debt obligations of the Borrower and such other factors as the Agent and Lenders customarily deem appropriate, including without limitation, commodity price assumptions, projections of production, operating expenses, general and administrative expenses, capital costs, working capital requirements, liquidity evaluations, dividend payments, environmental costs, and legal costs. In that regard, the Borrower acknowledges that the determination of the Borrowing Base may contain an equity cushion (market value in excess of loan value), which is essential for the adequate protection of the Agent and the Lenders. No Proven Reserves shall be included in the Borrowing Base unless the Agent shall have received (or the Agent shall have otherwise agreed on the timing of the delivery of), at the Borrower's expense: (i) evidence of the specific conveyances of title, reasonably satisfactory in form and substance to the Agent, with respect to at least 80% (by PV10) of the Proven Reserves as evaluated in the most recently delivered Engineering Report, and (ii) Security Documents requested by the Agent to the extent necessary to cause the Agent to have first priority perfected Liens (including, without limitation, with all registrations in respect of such Liens having been effected) over at least 90% (by PV10) of the Proven Reserves as evaluated in the most recently delivered Engineering Report and in at least 90% (by PV10) of the PDP Reserves as evaluated in the most recently delivered Engineering Report. At all times after the Agent has given the Borrower notification of a redetermination of the Borrowing Base under this Section 2.13, the Borrowing Base shall be equal to the redetermined amount or such lesser amount designated by the Borrower and disclosed in writing to the Agent until the Borrowing Base is subsequently redetermined in accordance with this Section 2.13; provided that the Borrower shall not request that the Revolving Commitment or the Borrowing Base be reduced to a level that would result in a Borrowing Base Shortfall.

Notwithstanding anything herein to the contrary, (i) to the extent the redetermined Borrowing Base is less than or equal to the Borrowing Base in effect prior to such redetermination, such redetermined Borrowing Base must be approved by the Agent, and (ii) to the extent the redetermined Borrowing Base is greater than the Borrowing Base in effect prior to such redetermination, such redetermined Borrowing Base must be approved by the Agent and all the Lenders). If, however, the Agent and the Lenders, as applicable, have not approved the Borrowing Base in accordance with the preceding sentence, then the Majority Lenders shall determine and set the Borrowing Base at a level equal to the lesser of (i) highest Borrowing Base then acceptable to them, and (ii) the Borrowing Base then in effect, and such amount shall become the new Borrowing Base.

- (7) **Dispositions and Reductions to Borrowing Base.** If the sum of (a) the aggregate BB Value of P&NG Rights as determined by the Agent which are subject to a proposed Disposition plus (b) the aggregate Swap Termination Value, in each case since the immediately preceding redetermination of the Borrowing Base exceeds 5% of the most recently redetermined Borrowing Base, then, upon the consummation of any such Disposition or payment of all or any portion of such Swap Termination Value upon termination of a Swap Agreement, the Borrowing Base shall be reduced, effective immediately upon such Disposition, payment or termination by an amount equal to such Swap Termination Value or to such BB Value of P&NG Rights subject to such event, as applicable.

Section 2.14 Borrowing Base Shortfall.

- (1) If at any time, any redetermination of the Borrowing Base results in the Advances Outstanding pursuant to the Revolving Facility exceeding the Borrowing Base (such difference being the “**Borrowing Base Shortfall**”) then, the Borrower will (i) in the case of any redetermination relating to a Disposition as set out in Section 6.2(h), immediately following the occurrence of such Borrowing Base Shortfall, and (ii) in all other cases, within sixty (60) days (in this Section, a “**Shortfall Period**”) of the occurrence of such Borrowing Base Shortfall, repay such Advances Outstanding as is required to eliminate such Borrowing Base Shortfall; provided however, that the Borrower may request, within a Shortfall Period, to decrease or eliminate the Borrowing Base Shortfall by increasing the value of the Assets in which it has or will grant Security to the Agent. Any such request shall be in writing and shall be accompanied by the delivery of proposed Security over additional Assets of the Borrower and/or other Corporate Credit Parties and such other information as the Agent may request. The Agent shall determine in its sole discretion whether it is satisfied that the proposed additional Security and Assets are adequate to decrease or eliminate the Borrowing Base Shortfall. If the request of the Borrower is rejected by the Agent, the Borrower shall repay such Borrowing Base Shortfall within the Shortfall Period (as such period may be extended at the sole discretion of the Agent) in accordance with this Section 2.14. If the Borrower fails to comply with the foregoing within the Shortfall Period, such failure shall be an Event of Default for the purposes of this Agreement.
- (2) Until a Borrowing Base Shortfall is eliminated:

- (a) no Advances under the Facilities will be available without the prior consent of the Agent;
- (b) notwithstanding anything in this Agreement, no assets of the Borrower and any other Corporate Credit Party used in the determination of the Borrowing Base may be disposed of without the prior consent of the Agent; and
- (c) if the Borrowing Base Shortfall is not eliminated within thirty (30) days of the occurrence of the Borrowing Base Shortfall, the interest rates then applicable to all Advances will each increase by the Default Rate.

ARTICLE 3 ADVANCES AND SECURITY

Section 3.1 Advances.

- (1) Each Lender severally agrees, on the terms and conditions of this Agreement, to make Advances to the Borrower (i) under Term Loan A Facility, on the Closing Date, (ii) under Term Loan B Facility, on the Closing Date, and (iii) under the Revolving Facility, from time to time on any Business Day prior to the Revolving Facility Maturity Date.
- (2) Each Advance under the Revolving Facility shall be in the aggregate minimum amount of \$1,000,000 and in minimum increments of \$500,000.

Section 3.2 Procedure for Advances.

Advances under each Facility shall be made on three (3) days' prior written notice, given not later than 9:00 a.m. (Calgary time) by the Borrower to the Agent, in substantially the form of Exhibit 1 (the "**Notice of Advance**"), and shall be irrevocable and binding on the Borrower. Upon receipt by the Agent of funds from the applicable Lenders and fulfilment of the applicable conditions set forth in Article 4, the Agent will make such funds available to the Borrower in accordance with Article 2 within the time provided as aforesaid.

Section 3.3 Reliance upon Borrower Authority

On or prior to the Closing Date, the Borrower shall deliver to the Agent a writing setting forth (a) the Bank Account(s) of the Borrower to which the Agent is authorized to transfer the proceeds of any Advance requested by the Borrower pursuant to Section 3.2, which Bank Account shall be reasonably satisfactory to the Agent, and (b) the names of the officers authorized to request an Advance on behalf of the Borrower, and shall provide the Agent with a specimen signature of each such officer. The Agent shall be entitled to rely conclusively on such officer's authority to request an Advance on behalf of the Borrower, the proceeds of which are to be transferred to any of the Bank Accounts specified by the Borrower pursuant to the immediately preceding sentence, until the Agent receives written notice to the contrary. The Agent shall have no duty to verify the identity of any individual representing himself as one of the officers authorized by the Borrower to make such requests on its behalf. The Agent shall not incur any liability to the Borrower as a result of acting upon any Notice of Advance, which notice the Agent believes in good faith to have been given by an officer duly authorized by the Borrower to request an Advance on its behalf or for otherwise acting in good faith under this Section 3.3, and the crediting of any Advance to any Bank Account, or transmittal to such other

Person's bank account as the Borrower shall direct, shall conclusively establish the obligation of the Borrower to repay such Advance as provided herein.

Section 3.4 Security.

The present and future Obligations of the Borrower and each other Corporate Credit Party to the Agent and the Lenders howsoever arising or incurred hereunder and under the Credit Documents, as applicable, will be secured by the Security Documents described in Schedule 5.1(nn), each in a form acceptable to the Lenders, acting reasonably.

Section 3.5 Sharing of Security.

The Borrower and the Secured Creditors agree and acknowledge that, subject to Section 8.4, the Security pursuant to the Security Documents is being shared equally among the Secured Creditors to secure the Obligations of the Corporate Credit Parties under the Credit Documents on a rateable basis.

Section 3.6 Exclusivity of Remedies.

Nothing herein contained or in the Security Documents now held or hereafter acquired by the Agent and the Lenders, nor any act or omission of the Agent and the Lenders with respect to any such Security Documents, will in any way prejudice or affect the rights, remedies or powers of the Agent and the Lenders with respect to any other security at any time held by the Agent and the Lenders.

Section 3.7 Form of Security.

The Security Documents will be in such form or forms as will be required by the Agent, acting reasonably, and will be registered in such public registry offices in Canada or any province thereof as the Agent, acting reasonably, may from time to time require to protect the Liens created thereby. Should the Agent determine at any time and from time to time, acting reasonably, that the form and nature of the then existing Security Documents is deficient in any way or does not fully provide the Agent or the Lenders with the Liens and priority to which each is entitled hereunder, the Borrower will forthwith execute and deliver or cause to be executed and delivered to the Agent, at the Borrower's expense, such amendments to the Security Documents or provide such new security as the Agent may reasonably request.

Section 3.8 After-Acquired Property.

All property acquired by or on behalf of the Borrower or any Corporate Credit Party who has provided any Security which forms part of the Assets of the Borrower or such Corporate Credit Party (in this Section 3.8, "**After-Acquired Property**"), will be subject to the Security Documents without any further conveyance, mortgage, pledge, charge, assignment or other act on the part of the Agent, the Lenders or the Corporate Credit Parties. Without limiting the effect of the preceding sentence, the Borrower will, or will cause the applicable Corporate Credit Party to, from time to time execute and deliver and the Agent will register, all at the Borrower's expense, such instruments supplemental to the Security Documents, in form and substance satisfactory to the Agent, acting reasonably, as may be necessary or desirable to ensure that the Security Documents as amended and supplemented constitute in favour of the Agent and the Lenders an effective Lien to the extent created by the Security Documents over

such After-Acquired Property as required hereunder, subject only to Permitted Liens which under Applicable Law rank in priority thereto.

Section 3.9 Undertaking to Grant Fixed Charge Security.

If the Agent, acting reasonably, determines in its sole discretion that there has been a Material Adverse Effect, or a Default or Event of Default has occurred and is continuing, and the Agent considers it necessary for its adequate protection, the Borrower, at the request of the Agent, will forthwith grant or cause to be granted to the Agent, for the benefit of itself and the Lenders, a fixed Lien (subject only to Permitted Liens which under Applicable Law rank in priority thereto) in such of the applicable Corporate Credit Party's property as the Agent, in its sole discretion, determines as security for all then present and future Obligations.

Section 3.10 Further Assurances re: Security.

The Borrower will and will cause each Credit Party, in connection with the provision of any amended, new or replacement Security Documents referred to in Section 3.8 or Section 3.9:

- (a) do, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Agent to give effect to any provision of the amended, new or replacement Security Documents;
- (b) provide the Agent with such information as is reasonably required by the Agent to identify the property to be charged;
- (c) do all such things as are reasonably required to grant the Liens to be granted pursuant to the amended, new or replacement Security Documents;
- (d) provide the Agent with all corporate, partnership or other organizational resolutions and other action required for the Borrower to grant the amended, new or replacement Security Documents;
- (e) provide the Agent with an opinion of the Borrower's counsel confirming the due authorization, execution and delivery by the applicable Corporate Credit Party of all such agreements and instruments comprising the amended, new or replacement Security Documents in form and content satisfactory to the Agent, acting reasonably; and
- (f) assist the Agent in the registration or recording of such Security Documents in such public registry offices in Canada and any province thereof as the Agent, acting reasonably, deems necessary to protect the Liens created by such Security Documents.

ARTICLE 4 CONDITIONS OF LENDING

Section 4.1 **Conditions Precedent to the Advance.**

The effectiveness of this Agreement and the obligation of the Lenders to make the initial Advances under this Agreement on the Closing Date are subject to the following conditions precedent being met:

- (a) the Agent has received, in form and substance satisfactory to the Lenders and their counsel and in sufficient quantities for each Lender:
 - (i) certified copies of (A) the charter documents and by-laws of each Corporate Credit Party, (B) all resolutions of the Board of Directors or shareholders, as the case may be, of each Corporate Credit Party approving the borrowing or guarantee of the borrowing, granting of security and other matters contemplated by this Agreement and the other Credit Documents, (C) all resolutions of the Board of Directors or shareholders, as required, of the Borrower permitting the Agent's board observers to exercise the rights set forth in Section 6.1(u); and (D) a list of the officers and directors authorized to sign agreements together with their specimen signatures;
 - (ii) a certificate of an individual for each Individual Guarantor;
 - (iii) a certificate of status, compliance, extract or like certificate with respect to each Corporate Credit Party issued by the appropriate Governmental Authority of the jurisdiction of its incorporation or amalgamation and of each jurisdiction in which it owns any material assets or carries on any material business;
 - (iv) this Agreement, the Security Documents and the other Credit Documents required by the Lenders duly executed and delivered by each Credit Party party thereto;
 - (v) certified copies of true and complete copies of the duly executed Acquisition Documents;
 - (vi) a certificate of the Borrower (signed by a Key Officer) confirming that all required Authorizations (including corporate approvals, shareholder approvals and Authorizations of Governmental Authorities) pertaining to the Acquisition have been obtained by the Borrower and remain in full force and effect, and appending copies of all such Authorizations;
 - (vii) a certificate of the Borrower (signed by a Key Officer) confirming that:
 - (A) each of the representations and warranties made by Pengrowth Energy Corporation with respect to the Swan Hills Assets in the Acquisition Agreement for which the Borrower has the right to

terminate its obligations under the Acquisition Agreement or to decline to consummate the Acquisition as a result of a breach thereof are true and correct in all respects as of the Closing Date;

- (B) each of the terms and conditions for the benefit of the Borrower in respect of the Acquisition as set forth in the Acquisition Agreement shall have been satisfied or waived (subject to acceptance of such waiver by the Agent);
 - (C) the Acquisition Closing shall, concurrently with or immediately following the funding of the initial Advance, occur on terms and conditions consistent with the Acquisition Agreement upon payment of the Purchase Price under the Acquisition Agreement;
 - (D) no Acquisition Document (nor any provision thereof including, without limitation, the Purchase Price) has been amended, varied, novated, supplemented, superseded, waived or terminated except with the consent of the Agent; and
 - (E) the Borrower is not aware of any breach of any warranty or any claim against the vendor under the Acquisition Agreement;
- (viii) registrable financing change statements or discharges or authorizations to discharge in customary form with respect to any Lien identified by the Agent affecting the property of the Corporate Credit Parties that is not a Permitted Lien;
- (ix) (A) all documents, instruments, financing statements and security notices, which shall have been properly registered, recorded and filed or submitted for registration in a form approved by the Agent in all jurisdictions as the Agent may require, (B) searches conducted against each Credit Party in all jurisdictions as the Agent may require, and (C) all assignments, consents, estoppel letters, approvals, acknowledgements, undertakings, intercreditor agreements, subordinations, postponements, non-disturbance agreements, discharges, waivers, directions, negotiable documents of title and other documents and instruments which, in the opinion of the Agent, are desirable or required to make effective the Security and to ensure the perfection and the first ranking priority of such Security over the Collateral, subject to Permitted Liens, including from any landlords, warehousemen, mortgagees, lessors, licensors, and others that might have or assert claims against the Collateral;
- (x) certificates of insurance, dated no later than the Closing Date, showing the Agent as additional insured on behalf of the Secured Creditors (in the case of liability insurance) and first loss payee in respect of the Swan Hills Assets with respect to insurance required to be maintained by the Corporate Credit Parties pursuant to Section 6.1(p);

- (xi) an opinion of counsel to each Credit Party addressed to the Lenders and the Agent relating to the status and capacity of such Credit Party, the due authorization, execution and delivery by, and the validity and enforceability of the Credit Documents to which such party is a party in respect of, such Credit Party, perfection of the Security granted pursuant to the Security Documents to which such party is a party in the jurisdiction of incorporation or amalgamation of such Credit Party and in the Province of Alberta;
 - (xii) all approvals, acknowledgments and consents of all Governmental Authorities and other Persons which are required to be obtained by any Corporate Credit Party in order to complete the transactions contemplated by this Agreement and to perform its obligations under any Credit Document to which it is a party;
 - (xiii) an Oil and Gas Ownership Certificate, duly executed by the Borrower;
 - (xiv) an Environmental Certificate, duly executed by the Borrower;
 - (xv) the Intercreditor Agreement, duly executed by all parties thereto;
 - (xvi) a copy of the fully executed power purchase agreement between Capstone Infrastructure Corporation and ACCEL Energy Canada Limited dated June 30, 2017;
 - (xvii) the documentation and other information that is required by the Agent and the Lenders pursuant to Anti-Terrorism Laws and applicable "know your client" laws and regulations; and
 - (xviii) such other certificates, agreements and documentation as the Agent may reasonably request;
- (b) completion of the Agent's business, collateral, and legal due diligence, including but not limited to, satisfaction with the Credit Parties and the Assets, books and records, management, capital structure, operations, and financial and business conditions and prospects of the Credit Parties, including, without limitation:
- (i) a site visit of the Swan Hills Assets by the Agent and Technical Advisor;
 - (ii) a review of the pro-forma post-closing balance sheet and capital structure of the Corporate Credit Parties, including the amount and aging of account payables, pro forma 2017 and 2018 operating budget and forecasts and organizational structure chart;
 - (iii) a review of the business plan, the development plan and financial projections of the Corporate Credit Parties;

- (iv) a review of the abandonment and reclamation obligations of the Corporate Credit Parties and any reserves maintained in respect thereof;
 - (v) a review of background, criminal and credit checks of certain Key Officers, determined in the Agent's discretion;
 - (vi) a review of all related party agreements, including compensation arrangements of senior management and the Key Officers;
 - (vii) confirmation that there is no material damage or destruction to any of the Collateral, nor any material depreciation in the value thereof;
 - (viii) a review of the most recent Independent Engineering Report by the Technical Advisor;
 - (ix) a review of all Material Agreements and all material documentation of the Credit Parties with or concerning Material Agreements;
 - (x) a review of the hedging (including currency and commodity) practices of the Borrower;
 - (xi) confirmation the Corporate Credit Parties' operations comply, in all respects deemed material by the Agent, with all applicable health and safety, environmental, labour and other Applicable Law; and
 - (xii) confirmation that there are no representations made or material supplied to the Agent which shall have proven to be inaccurate or misleading in any material respect as may be determined by the Agent.
- (c) the Agent shall be satisfied with the post-Acquisition structure of the Borrower and the other Corporate Credit Parties;
 - (d) the Agent shall be satisfied with all environmental matters impacting on any of the Collateral;
 - (e) the Agent shall have received satisfactory evidence that the Corporate Credit Parties have raised aggregate net proceeds of not less than \$10,000,000.00 by way of the sale of Equity Securities, on terms satisfactory to the Agent;
 - (f) TEC has received warrants equal to 10% of the fully diluted Equity Securities of the Borrower (after giving effect to the Acquisition Closing), which warrants shall be exercisable at any time prior to the tenth (10th) anniversary of the Closing Date in accordance with the terms of such warrants;
 - (g) the Agent shall have received satisfactory evidence that on the Closing Date the Corporate Credit Parties have minimum Availability and cash of \$5,000,000.00 (less any payments under Swap Agreements to be entered into by the Borrower);

- (h) satisfactory review of all terms and conditions of all material documentation with or concerning third parties, including lease, license, sales, marketing, master service, distribution, supply, purchase, service, maintenance, sub-contractor, and representation agreements;
- (i) none of the Corporate Credit Parties shall have any Debt other than Debt permitted by this Agreement, and the Agent shall have received releases and discharges with respect to all Liens affecting the Collateral not permitted hereunder and payout letters from creditors with respect to any Debt of any Corporate Credit Party not permitted hereunder;
- (j) all permits and third party consents and approvals that are necessary or advisable in relation to the Facilities have been obtained, with related legal opinions, where requested;
- (k) the Security Documents granted by the Credit Parties shall create first ranking priority Liens on the Swan Hills Assets and second ranking security on the remainder of the Collateral, subject to Permitted Liens and subject to the Intercreditor Agreement, and all documents, instruments, financing statements and security notices shall have been properly registered, recorded and filed in all jurisdictions as the Agent may require;
- (l) subordination of any payments, debts or deferred purchase price payable to Pengrowth Energy Corporation pursuant to the Acquisition Documents, including, without limitation, any accrued and unpaid interest and fees;
- (m) subordination and postponement of all related party debt of the Borrower, including, without limitation, any accrued and unpaid salaries and expenses;
- (n) the Agent shall have received satisfactory evidence that the Borrower maintains Swap Agreements to protect against fluctuations in commodity prices acceptable to the Agent under which the aggregate amount hedged under all such Swap Agreements is at least 80% of the aggregate crude oil forecast to be produced from the Proved Developed Producing Reserves set forth in the Independent Engineering Report pertaining to the Swan Hills Assets for each of the first three (3) years following the effective date of that report; and
- (o) receipt by the Agent of the Closing Fee and all other Fees and amounts then payable under the Credit Documents have been paid in full.

Section 4.2 Conditions Precedent to Each Advance.

The obligation of each Lender to make available any Advance under this Agreement is subject to and conditional upon the satisfaction of each of the following conditions precedent:

- (a) the appropriate Notice of Advance will have been delivered in accordance with the provisions of Section 3.2 and the terms and conditions thereof shall have been fully complied with;

- (b) each of the representations and warranties set out in Article 5 will be true and correct with the same effect as if such representations and warranties had been made on the date of such Advance;
- (c) no Default, Event of Default or Borrowing Base Shortfall will have occurred and be continuing on the date of such Advance, or will arise as a result of the making of the Advance;
- (d) the Borrower shall have paid to the Agent and the Lenders all fees and expenses required to be paid by or on behalf of the Borrower at or before the time of such Advance;
- (e) such Advance will not violate any Applicable Law, judgment or order;
- (f) there has not occurred any material adverse change in the Business, operations, property, profits or prospects of any of the Corporate Credit Parties since September 30, 2017, that has, or could be reasonably expected to have, a Material Adverse Effect; and
- (g) there has not occurred, developed or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any Applicable Law, or other occurrence of any nature whatsoever which materially adversely affects, or may materially adversely affect, the financial, banking (including syndication markets) or capital markets in Canada or the United States of America.

Section 4.3 Deemed Representation and Warranty.

The giving of the Notice of Advance by the Borrower and the acceptance by the Borrower of the Advance shall be deemed to constitute a representation and warranty by the Borrower that, on the date of the Notice of Advance or Advance, as the case may be, and after giving effect to it and to the application of any proceeds from it, the statements and conditions set forth in Section 4.1 and Section 4.2 are true and correct and/or have been complied with.

Section 4.4 No Waiver.

The making of an Advance or otherwise giving effect to a Notice of Advance without the fulfilment of one or more conditions set forth in Section 4.1 or Section 4.2 shall not constitute a waiver of any condition and the Agent and the Lenders reserve the right to require fulfilment of any such condition.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

Section 5.1 Representations and Warranties.

Each Credit Party jointly and severally represents and warrants with each other of such Credit Parties to the Secured Creditors only with respect to each of such Credit Parties and its Assets, acknowledging and confirming, in each case, that the Agent and each Lender is relying

on such representations and warranties without independent inquiry in entering into this Agreement and providing the Advances that:

- (a) **Incorporation and Qualification.** Each of the Corporate Credit Parties is a corporation duly incorporated, amalgamated, organized and validly existing under the laws of its jurisdiction of incorporation, amalgamation or organization as set forth in Schedule 5.1(a). Each such Corporate Credit Party is qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions where it carries on business and in which such qualification, licensing or registration is necessary or where failure to be so qualified would have a Material Adverse Effect. Each of the Individual Guarantors is over the age of 18 years and is of sound mind;
- (b) **Corporate Power.** Each of the Corporate Credit Parties has all requisite corporate power and authority to (i) own, lease and operate its properties and Assets and to carry on its business as now being conducted by it, (ii) enter into and perform its obligations under the Credit Documents and the Acquisition Documents to which it is a party and (iii) incur the Obligations;
- (c) **Conflict with Other Instruments.** The execution, delivery and performance by each Credit Party of each of the Credit Documents to which it is a party, in each case, do not (i) conflict with, violate or result in a breach of any of the terms or conditions of (u) its articles of incorporation or by-laws, partnership agreement or other constating or organizational documents, as applicable (where such Credit Party is not an Individual Guarantor), (v) any Applicable Law, or (w) any contractual restriction (including, without limitation, pursuant to the Existing TEC Credit Agreement) binding on or affecting such Credit Party or such Credit Party's respective Assets, or (ii) result in, require or permit (x) the imposition of any Lien in, on or with respect to any of such Credit Party's Assets (except in favour of the Agent and the Secured Creditors), (y) the acceleration of the maturity of any Debt binding on or affecting any such Credit Party, or (z) any third party to terminate or acquire rights under any Material Agreement;
- (d) **Corporate Action, Governmental Approvals, etc.** The execution, delivery and performance by each Corporate Credit Party of each of the Credit Documents and Acquisition Documents to which it is a party:
 - (i) have been duly authorized by all necessary corporate, partnership, trust and other action, as applicable; and
 - (ii) are within its corporate, partnership or trust power and capacity, as applicable; and
 - (iii) do not require any Authorization of or advance notice to or advance filing with any Governmental Authority except those which have already been made or obtained and which are in full force and effect;

- (e) **Execution and Binding Obligation.** This Agreement and the other Credit Documents have been duly executed and delivered by each Credit Party which is a party thereto and constitute legal, valid and binding obligations of such Credit Party enforceable against such Credit Party in accordance with their respective terms, subject only to any limitation under Applicable Law relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies;
- (f) **Authorizations, etc.** Each of the Corporate Credit Parties possesses all Authorizations necessary to properly conduct the Business, own its Assets and to complete the Acquisition, except to the extent failure to have any such Authorization would not reasonably be expected to have a Material Adverse Effect, and all such Authorizations are in good standing and in full force and effect; and each Corporate Credit Party is in compliance with all terms and conditions of all such Authorizations, except to the extent failure to comply would not reasonably be expected to have a Material Adverse Effect;
- (g) **Intellectual Property.** Each of the Corporate Credit Parties owns or licenses such Intellectual Property, if any, necessary for the conduct of its business (including, in the case of the Borrower, the Business), each of which is in good standing and in full force and effect. Except for Intellectual Property owned by Persons other than the Corporate Credit Parties and used in the Business under valid licenses, each of the Corporate Credit Parties owns all right, title and interest in any such required Intellectual Property free and clear of any Liens other than Permitted Liens, and has taken all reasonable steps to protect its rights in and to its material owned Intellectual Property, in each case, in accordance with industry practice. To the knowledge of each Corporate Credit Party, the use of any Intellectual Property in its business (including, in the case of the Borrower, the Business) does not infringe the Intellectual Property rights of any other Person, and such Corporate Credit Party has not received any written communications alleging that any Corporate Credit Party (or any of its employees or consultants) has violated or infringed any Intellectual Property right of any Person;
- (h) **Business Operations.** The business operations of each of the Corporate Credit Parties have been and will continue to be conducted in compliance, in all material respects, with Applicable Law in all jurisdictions in which such business operations have been or are carried on. To the best of the Borrower's knowledge, information and belief, after due enquiry, all of the oil, gas and other wells of each Corporate Credit Party, as applicable, have been drilled, completed, shut-in and abandoned (and they have abandoned such wells if they were required by Applicable Law to have been abandoned) in accordance with Applicable Law, the oil and gas properties of the Corporate Credit Parties have been operated and, if applicable, abandoned (and they have abandoned such properties to the extent required by Applicable Law to be abandoned) in accordance with Applicable Law and the facilities, plants and equipment in respect of all of the Corporate Credit Parties' properties have been and will continue to be operated and maintained, as the case may be, in a good and workmanlike manner in

accordance with sound industry practice and in accordance with all Applicable Law, except, in each case, to the extent that the failure to do any of the foregoing could not be reasonably expected to have a Material Adverse Effect;

- (i) **Ownership and Use of Property.** Except for Permitted Liens, each of the Corporate Credit Parties has good and marketable title in fee simple to the Owned Properties owned by it, as applicable, and good title to all the tangible and intangible personal property reflected as assets in its books and records in each case free and clear of any Liens, other than Permitted Liens. No Assets of any Corporate Credit Party are held by such Corporate Credit Party in trust for any other Person or as nominee for and on behalf of any other Person. The tangible and intangible personal property of each of the Corporate Credit Parties is of a high enough quality to make it fit for sale. Each Corporate Credit Party owns, leases or has the lawful right to use all of the assets necessary for the conduct of its business at full operating capacity. Each of the Subject Properties including the Building and Fixtures thereon, and their use, operation and maintenance for the purpose of carrying on the Business is in compliance with any applicable restrictive covenant and Applicable Law except where the failure to be in compliance, individually or in the aggregate, could not reasonably be expected to have Material Adverse Effect;
- (j) **Acquisition.** Upon the completion of the Acquisition, the Borrower shall have good and marketable title to the Swan Hills Assets including, without limitation, the P&NG Rights of the Borrower set forth in the most recent Independent Engineering Report prepared by or on behalf of the Borrower;
- (k) **Ownership of Subject Properties.** None of the Corporate Credit Parties (i) owns any real property other than any of the Owned Properties of which it is the owner, (ii) is bound by any agreement to own or lease any real property other than the Leased Property, or (iii) has leased any of its Owned Properties;
- (l) **Leases.** Each Corporate Credit Party enjoys peaceful and undisturbed possession under all Leases material to its business to which it is a party and under which it is operating, and all of such Leases are valid and subsisting and no material default by the applicable Corporate Credit Party exists under any of them;
- (m) **Leased Properties.** Each Lease of any of the Leased Properties to which a Corporate Credit Party is a party is in good standing, creates a good and valid leasehold estate in the Leased Properties thereby demised, and is in full force and effect without amendment, except as otherwise disclosed in writing by the Borrower to the Agent. With respect to each such Lease, except as otherwise disclosed by the Borrower to the Agent, (i) such Lease (or a notice in respect of the Lease) has been registered in the appropriate land titles office, (ii) all rents and additional rents required to be paid thereunder have been paid; (iii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor; (iv) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under such Lease; (v) to the

best knowledge of the Corporate Credit Party party to such Lease, all of the covenants to be performed by any other party under such Lease have been fully performed; (vi) to the best knowledge of the Corporate Credit Party party to such Lease, no part of any of the Leased Properties or the Buildings and Fixtures located on the Leased Properties has been taken or expropriated by any Governmental Authority, no written notice or proceeding in respect of an expropriation has been given or commenced nor is such Corporate Credit Party aware of any intent or proposal to give any such notice or commence any proceedings; (vii) to the best knowledge of the Corporate Credit Party party to such Lease, except for Permitted Liens, the Buildings and Fixtures located on each of the Leased Properties are located entirely within such Leased Property and are in conformity with set-back and coverage requirements of all applicable Governmental Authorities and there are otherwise no encroachments from the Leased Properties onto the property of any other Person, and there are no encroachments from the property of any other Person upon any of the Leased Properties; and (viii) the applicable Corporate Credit Party has adequate rights of ingress and egress into and from any Leased Properties;

- (n) **Condition of Assets.** All of the Buildings and Fixtures on the Owned Properties were constructed, in all material respects, in accordance with Applicable Law (including, Environmental Laws) and the Corporate Credit Party which owns any of such Owned Properties has adequate rights of ingress and egress into and from each such Owned Property for the operation of the Business in the ordinary course. The Buildings and Fixtures, vehicles, Equipment, technology and communications hardware and other tangible personal property (including the Buildings and Fixtures) of each of the Corporate Credit Parties which are the owners or lessees thereof are reasonably structurally sound, in reasonably good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put, reasonable wear and tear excepted. None of such Buildings and Fixtures, vehicles, Equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost;
- (o) **Work Orders.** There are no outstanding work orders relating to the Owned Properties from or required by any Governmental Authority of which the Credit Party which is the owner thereof has knowledge, nor does any such Credit Party have notice of any possible impending or future work order;
- (p) **Expropriation.** No part of any of the Owned Properties or the Buildings and Fixtures located on the Owned Properties has been taken or expropriated by any Governmental Authority, no written notice or proceeding in respect of an expropriation has been given or commenced nor is any Credit Party which is the owner thereof aware of any intent or proposal to give any such notice or commence any proceedings;

- (q) **Encroachments.** Except for Permitted Liens, the Buildings and Fixtures located on each of the Owned Properties are located entirely within such Owned Property and are in conformity with set-back and coverage requirements of all applicable Governmental Authorities and there are otherwise no encroachments from the Owned Properties onto the property of any other Person, and there are no encroachments upon any of the Owned Properties from adjoining properties;
- (r) **Compliance with Applicable Law.** Each of the Credit Parties is in material compliance with all Applicable Law;
- (s) **Withholding and Remittance of Source Deductions.** Each of the Corporate Credit Parties has withheld from its employees, customers and other applicable payees (and timely paid to the applicable Governmental Authority) the proper and accurate amount of all Taxes, priority claims and other amounts required to be withheld or collected and remitted in compliance with all Applicable Law;
- (t) **No Default.** None of the Corporate Credit Parties (i) is in violation of its constating documents, its by-laws or any shareholders' agreement applicable to it; and (ii) in default under or with respect to any contractual obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. In the case of a Credit Party, no Default has occurred and is continuing or would result from the consummation by such Credit Party of the transactions contemplated by the Credit Documents;
- (u) **No Default under Existing Financing.** None of: (i) the granting or exercise of any warrants to be received by TEC in respect of ACCEL Delaware as contemplated in Section 4.1(f); (ii) the granting by the Credit Parties of the Security Documents to which they are a party and the realization by the Agent or the Secured Creditors under any such Security Documents, and (iii) the execution, delivery and performance by each Credit Party of the Credit Documents to which they are a party and the enforcement of the Agent's and Secured Creditors' rights and remedies thereunder, will result in the occurrence of a "Change of Control", a "Default" or an "Event of Default" (as each is defined in the Existing TEC Credit Agreement) under the Existing TEC Credit Agreement;
- (v) **No Material Adverse Agreements.** None of the Credit Parties is a party to any agreement or instrument or subject to any restriction (including in respect of any Corporate Credit Parties, any restriction set forth in its constating documents, by-laws or any shareholders' agreement applicable to it) which has or, to its knowledge, in the future may have a Material Adverse Effect;
- (w) **Environmental Matters.** To the knowledge of each of the Credit Parties which is an owner or lessee of a Subject Property, (i) none of the Subject Properties (x) has ever been used by any Person as a waste disposal site or a landfill, or (y) has ever had any asbestos, asbestos-containing materials, PCBs, radioactive substances or aboveground or underground storage systems, active or abandoned, located on, in, at or under it at the date of this Agreement; and (ii) there are no Contaminants

of a material nature located in, on, at, under or about any of the Subject Properties; and (iii) no properties adjacent to any of the Subject Properties are contaminated. None of the Credit Parties has transported, removed or disposed of any waste to a location outside of Canada as at the date of this Agreement. The Credit Parties have provided to Agent complete and correct copies of all environmental site assessment reports, investigations, studies, analyses, and correspondence on environmental matters (including matters relating to any alleged non-compliance with or liability under Environmental Laws) that are in any of the Credit Parties' possession or control and relating to the Subject Properties or operations thereon;

(x) **Environmental Laws.** Except as otherwise disclosed in Schedule 5.1(x):

- (i) each Credit Party which is the owner or lessee of the Subject Properties has complied in all material respects with all Environmental Laws in respect of its use of or operations on the Subject Properties and neither such Credit Party nor any of the Owned Properties is subject to any material enforcement order from or material liability agreement with any Governmental Authority or other Person respecting (A) compliance with any Environmental Law or (B) any liability, costs or remedial action, or potential liability, cost or remedial action, arising from the release or threatened release of a Contaminant;
- (ii) each Credit Party which is the owner or lessee of the Subject Properties has obtained all permits necessary for its current operations on the applicable Subject Property under Environmental Laws, and all such permits are in effect and such Credit Party is in material compliance with all material terms and conditions of such permits;
- (iii) none of the Credit Parties, nor, to the Credit Parties' knowledge, any of their predecessors in interest, have in material violation of Applicable Law stored, treated or disposed of any hazardous waste on the Subject Properties;
- (iv) none of the Credit Parties has received any material summons, complaint, order or similar written notice indicating that it is not currently in compliance with, or that any Governmental Authority is investigating its compliance with, any Environmental Laws or that it is or may be liable to any other Person as a result of a release or threatened release of a Contaminant;
- (v) none of the present or past operations of any of the Credit Parties is the subject of any investigation by any Governmental Authority evaluating whether any remedial action is needed to respond to a release or threatened release of a Contaminant;
- (vi) none of the Credit Parties has entered into any negotiations or settlement agreements with any Person (including the prior owner of any property

which such Credit Party owns) which would impose material obligations or liabilities on such Credit Party with respect to any remedial action in response to the release by such Credit Party of a Contaminant or environmentally related claim;

- (vii) no environmental-related Lien has attached to the Owned Properties or the interest of any of the Credit Parties in the Leased Properties;
- (viii) the Owned Properties and the other Collateral (other than the Leased Properties) are free:
 - (A) from contamination by, or threat of, a release, discharge or emission of any Contaminant by such Credit Party, except as regards contamination which would arise in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law,
 - (B) of underground storage tanks containing any Contaminant, asbestos-containing materials, PCBs, landfills, land disposals, and dumps, except as would occur in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law, and
 - (C) from any environmental claims made in writing by any Person to such Credit Party or otherwise affecting the Owned Properties or such Collateral;
- (ix) to the knowledge of the applicable Corporate Credit Parties, the Leased Properties are free:
 - (A) from contamination by, or threat of, a release, discharge or emission of any Contaminant by the Credit Parties, except as regards contamination which would arise in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law,
 - (B) of underground storage tanks containing any Contaminant, asbestos-containing materials, polychlorinated biphenyls, landfills, land disposals, and dumps, except as would occur in the normal course of operating the business of supply or storage of petroleum products or the operation of a gas station consistent with Applicable Law, and
 - (C) from any environmental claims made in writing by any Person to such Corporate Credit Party or otherwise affecting the Leased Properties;

- (x) no written notice under any Applicable Law, including any Environmental Law, has been provided to any Credit Party in respect of any of the Subject Properties while such Credit Party has been the owner or lessee thereof indicating past or present treatment, storage or disposal of a Contaminant or reporting an actual or threatened spill or release of a Contaminant into the environment;
- (xi) the Credit Parties do not generate, transport, treat or dispose of any Contaminants except in compliance in all material respects with Applicable Law;
- (xii) no Contaminant has been disposed of by any of the Credit Parties placing it in or on the ground of any of the Owned Properties while a Credit Party has been the owner thereof;
- (xiii) no Contaminant has been disposed of by any of the Credit Parties placing it in or on the ground of any of the Leased Properties while a Credit Party has been the lessee thereof;
- (y) **Pension Plans.** None of the Credit Parties has any Pension Plan;
- (z) **Marketing of Production.** Except for contracts listed on Schedule 5.1(z) and any contracts included in the most recently delivered Engineering Report, there are no contracts pursuant to which the Borrower is receiving a fixed price for all production sold thereunder exist which are not cancelable or terminable by the Borrower on not more than 60 days' notice without penalty or detriment for the sale of production from the Borrower's Petroleum Substances (including, without limitation, calls on or other rights to purchase, production, whether or not the same are currently being exercised).
- (aa) **Swap Agreements.** Schedule 5.1(aa) sets forth a true and complete list of all Swap Agreements of the Corporate Credit Parties, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark-to-market value therefor, any credit support agreements relating thereto, any margin required or supplied under any credit support document, and the counterparty to each such agreement. Each report attached to the officer's certificate required to be delivered by the Borrower pursuant to Section 2.13(5) sets forth, a true and complete list of all Swap Agreements of the Corporate Credit Parties, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.
- (bb) **Equipment.** All Equipment is and will be used or held for use in the Business, and is and will be fit for such purposes. Each Corporate Credit Party shall keep and maintain its Equipment in good operating condition and repair in accordance with the age, use and character thereof (ordinary wear and tear

excepted) and shall make all necessary replacements thereof. Subject to the terms of Section 6.2(h), such Corporate Credit Parties shall not sell, lease as a lessor, or otherwise dispose of any of their Equipment without the prior written consent of the Agent; provided, however, that such Corporate Credit Parties may dispose of their Equipment which is obsolete or no longer useable or used in the Business having a net book value no greater than \$100,000.00 individually, and \$500,000.00 in the aggregate in any Financial Year (calculated for all such Corporate Credit Parties combined), without the Agent's consent, subject to the conditions set forth below. In the event any of the Equipment is sold, transferred or otherwise disposed of with the Agent's prior written consent or as otherwise permitted hereby and: (i) such sale, transfer or disposition by such Corporate Credit Party is effected without replacement of such Equipment, or such Equipment is replaced by Equipment leased by such Corporate Credit Party, then such Corporate Credit Party shall deliver all of the cash proceeds of any such sale, transfer or disposition to the Agent for application to the Obligations in accordance with the terms hereof; or (ii) such sale, transfer or disposition is made in connection with the purchase by any such Corporate Credit Party of replacement Equipment, then such Corporate Credit Party shall use the Net Proceeds of such sale, transfer or disposition to finance the purchase by such Corporate Credit Party of replacement Equipment and shall deliver to the Agent written evidence of the use of the Net Proceeds for such purpose together with evidence that the Agent continues to have a Lien thereon (subject only to Permitted Liens);

- (cc) **Material Agreements, etc.** All Material Agreements are in full force and effect, unamended. Each of the Corporate Credit Parties is in compliance with all Material Agreements to which it is a party, and none of such Corporate Credit Parties or, to the Corporate Credit Parties' knowledge, any other party to any Material Agreement has defaulted under any of such Material Agreements. To the knowledge of each of the Corporate Credit Parties, no event has occurred which, with the giving of notice, lapse of time or both, would constitute a default under, or in respect of, any Material Agreement to which the Corporate Credit Party is a party and there is no material dispute regarding any Material Agreement to which it is a party;
- (dd) **Labour Matters.** None of the Corporate Credit Parties is a party to any collective bargaining agreement and to the knowledge of any Corporate Credit Party, after due inquiry, no union organizing activity is taking place with respect to any of the employees of any Corporate Credit Party;
- (ee) **Investment Banking and Finder's Fees.** Except as disclosed in Schedule 5.1(ee), none of the Credit Parties nor any of its Subsidiaries, as applicable, has agreed to pay any investment banking or similar or related fee, underwriter's fee, finder's fee, or broker's fee to any Person in connection with this Agreement and the other Credit Documents, except to the Secured Creditors. Each of the Credit Parties shall defend and indemnify the Secured Creditors against, and hold them harmless from, all claims of any Person against them for any such fees, and all

costs and expenses (including, without limitation, legal fees) incurred by any of the Secured Creditors in connection therewith;

- (ff) **Books and Records.** All books and records of each of the Corporate Credit Parties have been fully, properly and accurately kept and completed in accordance with GAAP, where applicable, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The books and records and other data and information of the Corporate Credit Parties are available to such Corporate Credit Party in the ordinary course of its business;
- (gg) **Tax Liability.** Except as disclosed in Schedule 5.1(gg), (i) each of the Credit Parties has filed all tax and information returns which are required to be filed under Applicable Law; (ii) each of the Credit Parties has paid all Taxes which have become due pursuant to such returns or pursuant to any assessment received by any of them other than those, in respect of which liability based on such returns is being contested in good faith and by appropriate proceedings where adequate reserves have been established in accordance with GAAP and all Taxes that any Governmental Authority is currently entitled to collect in respect of such contest, if any, have been paid; (iii) adequate provision for payment has been made for Taxes not yet due; and (iv) there are no disputes with respect to Taxes existing or pending involving any of the Credit Parties or the Business which could reasonably be expected to have a Material Adverse Effect. There is no material tax liability to any Credit Party that will arise as a result of the Acquisition and the completion thereof;
- (hh) **Corporate Structure.** At the date of this Agreement:
 - (i) there are no Subsidiaries of the Corporate Credit Parties, other than the Subsidiaries set forth in Schedule 5.1(hh);
 - (ii) the authorized and issued capital (including, in the case of such Subsidiaries, owners of the same) of the Corporate Credit Parties is as described on Schedule 5.1(hh);
 - (iii) none of the Corporate Credit Parties owns any Equity Securities, or is, directly or indirectly, a member of, or a partner or participant in, any partnership, joint venture or syndicate other than as disclosed on Schedule 5.1(hh); and
 - (iv) each Corporate Credit Party is the legal and beneficial owner of, directly or indirectly, of all issued and outstanding Equity Securities in the capital of each of its Subsidiaries;
- (ii) **Shareholders' Agreements.** None of the Corporate Credit Parties is a party to any unanimous shareholder's or other agreement relating to shares owned by such shareholder, except as disclosed in Schedule 5.1(ii);

- (jj) **Financial Statements.** The financial statements of each Corporate Credit Party for the Financial Year and the Financial Quarter, as applicable, most recently ended have been prepared in accordance with GAAP consistently applied and each presents fairly:
- (i) the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of such Corporate Credit Party as at the respective dates of the relevant statements; and
 - (ii) the sales and earnings of such Corporate Credit Party during the periods covered by such statements,
- and since the last day of the most recently completed Financial Year or the most recently completed Financial Quarter, as applicable, there has been no material adverse change in the financial condition, operations, business, management, prospects or assets of the Borrower on a consolidated basis from that set forth in such financial statements as at such date;
- (kk) **Financial Year.** The Financial Year of the Borrower ends on December 31 of each calendar year;
- (ll) **Debt.** None of the Corporate Credit Parties has any Debt except as permitted by Section 6.2(a). There exists no default under the provisions of any instrument evidencing such Debt, or any agreement relating thereto;
- (mm) **Solvency.** Each Credit Party is Solvent. After giving effect to the transactions contemplated by this Agreement and the Acquisition Agreement, (i) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of the Corporate Credit Parties, taken as a whole, will exceed the aggregate Debt of the Corporate Credit Parties on a consolidated basis, as the Debt becomes absolute and matures, (ii) the Corporate Credit Parties, taken as a whole, will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Corporate Credit Parties and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (iii) the Corporate Credit Parties, taken as a whole, will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of their business;
- (nn) **Security.** Each of the Security Documents to which a Credit Party is a party is effective to create in favour of the Agent for the benefit of the Secured Creditors, legal, valid and perfected first priority Liens in the Assets of such Credit Party subject to such Liens under such Security Documents (subject only to Permitted Liens which rank by law in priority), enforceable in accordance with its terms against third parties and any trustee in bankruptcy in the Assets of such Credit

Party, except to the extent a secured creditor's rights are affected or limited by applicable bankruptcy, insolvency, moratorium, organization and other Applicable Law of general application limiting the enforcement of secured creditors' rights generally;

- (oo) **Restrictions on Liens.** No Credit Party is a party to any Material Agreement or arrangement (other than Permitted Liens, (i) customary anti-assignment provisions contained in leases, licenses and other agreements entered into in the ordinary course of business, (ii) customary provisions contained in any agreement that has been entered into in connection with a disposition of Assets permitted under Section 6.2(h), and (iii) customary provisions in joint venture and similar agreements that restrict the transfer of assets of, or Equity Securities in, joint ventures), or subject to any order, judgment, writ or decree, which either restricts or purports to restrict its ability to grant Liens to the Agent and the Lenders on or in respect of the Collateral to secure the Obligations.
- (pp) **No Litigation.** There is no action, suit, arbitration or proceeding pending, taken or to the knowledge of the Credit Parties, threatened, before or by any Governmental Authority or arbitrator or by or against any elected or appointed public official or private person in Canada or elsewhere, which (i) challenges, or to the knowledge of the Credit Parties, has been proposed which could reasonably be expected to challenge, the validity or propriety of the transactions contemplated under the Credit Documents or the documents, instruments and agreements executed or delivered in connection therewith or related thereto, (ii) relates to any of the Collateral, or (iii) could reasonably be expected to have a Material Adverse Effect;
- (qq) **Schedule Disclosure.** At the date of this Agreement:
 - (i) Schedule 5.1(qq)(i) is a list of all addresses at which each of the Corporate Credit Parties (A) have their respective chief executive office, head office, registered office and principal place of business, (B) carry on business, (C) store any tangible personal property (except for goods in transit in the ordinary course of business), together with a list of all jurisdictions in which each of the Corporate Credit Parties has any obligors or customers;
 - (ii) Schedule 5.1(qq)(ii) is a list of all Intellectual Property which is material to any of the Corporate Credit Party;
 - (iii) Schedule 5.1(qq)(iii) is a list of all actions, suits, arbitrations or proceedings pending, taken or to the knowledge of the Credit Parties, threatened, before or by any Governmental Authority or other Person affecting the Credit Parties or their Assets;
 - (iv) Schedule 5.1(qq)(iv) contains a list of all agreements, contracts or similar instruments to which each of the Credit Parties is a party or to which any of their Assets could be subject, for which breach, non-performance,

cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect; and

- (v) Schedule 5.1(qq)(v) is a true and complete list of all Bank Accounts and securities accounts of the Corporate Credit Parties;
- (rr) **No Default or Event of Default.** No Default or Event of Default has occurred which has not been either remedied to the satisfaction of the applicable Secured Creditors or expressly waived by the applicable Secured Creditors in writing in accordance herewith;
- (ss) **Acquisition.** The Acquisition Documents contain all the material terms of the Acquisition. There is no disclosure made to the Acquisition Documents which has or may have a Material Adverse Effect on any of the information, opinions, intentions, forecasts and projections provided to the Lender. To the best of the Borrower's knowledge, no representation or warranty given by any party to the Acquisition Documents is untrue or misleading in any material respect;
- (tt) **No Breach of Orders, etc.** No Credit Party is in breach of:
 - (i) any Authorization or mandatory requirement or directive of any Governmental Authority;
 - (ii) any governmental licence or permit; or
 - (iii) any Applicable Law,

the breach of which could reasonably be expected to have a Material Adverse Effect;

- (uu) **Anti-Terrorism, Anti-Corruption Laws.** None of the Credit Parties and, to the knowledge of the Credit Parties, none of its other Related Parties (i) is in violation of any applicable Anti-Terrorism Law or Sanction, (ii) deals in, or otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law or Sanction, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanction. None of the proceeds of the Facilities will be used by, on behalf of, or for the benefit of, any Person other than any Credit Party or will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, official of any public international organization, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the *Corruption of Foreign Public Officials Act* (Canada) and any similar laws, rules or regulations issued, administered or enforced by any Governmental Authority having jurisdiction over any of the Credit Parties. Each Credit Party and each Subsidiary thereof has taken measures appropriate to the circumstances (in any

event as required by Applicable Law) to provide reasonable assurance that such Credit Party is and will continue to be in material compliance with applicable anti-corruption laws, rules and regulations; and

- (vv) **Disclosure.** All (i) forecasts and projections supplied by or on behalf of any of the Credit Parties to the Agent and the Lenders were prepared in good faith, adequately disclosed all relevant assumptions and are reasonable, and (ii) other written information supplied to the Agent and the Lenders by or on behalf of any of the Credit Parties (including, without limitation, in connection with the Acquisition) is true and accurate in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained in such written information not misleading in light of the circumstances under which such statements were made. There is no fact peculiar to any Credit Party which could reasonably be expected to have a Material Adverse Effect and which has not been fully disclosed to the Agent and the Lenders. There are no material statements or material conclusions in any Engineering Report which are based upon or include materially misleading information or fail to take into account material information regarding the matters reported therein. No event has occurred which could reasonably be expected to have a Material Adverse Effect since the date of the last financial statements of any of the Credit Parties delivered to the Agent pursuant to Section 6.1(a).

Section 5.2 Survival of Representations and Warranties.

- (1) The representations and warranties in this Agreement and in any certificates or documents delivered to the Agent and the Lenders shall not merge in or be prejudiced by and shall survive any Advance and shall continue in full force and effect so long as any amounts are owing by any Credit Party to the Lenders under this Agreement or any other Credit Document, it being understood that to the extent such representations and warranties relate solely to a specified earlier date they only need to be true and correct as of such date.
- (2) The representations and warranties in Section 5.1 will be deemed to be repeated by the Borrower on the date of delivery of any Notice of Advance by the Borrower, the acceptance by the Borrower of any Advance, the last day of each Financial Quarter, and the date of delivery of each Compliance Certificate, except to the extent that on or prior to such date the Borrower has advised the Agent in writing of a variation in any such representation or warranty, and the Majority Lenders have approved such variation in accordance with Section 10.1. Notwithstanding the foregoing, it is understood that to the extent such representations and warranties relate solely to a specified earlier date they only need to be true and correct as of such date.

ARTICLE 6 COVENANTS

Section 6.1 Affirmative Covenants

So long as any amount owing under this Agreement remains unpaid or any Secured Creditor has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors, except where otherwise specified) shall:

- (a) **Financial Reporting.** Deliver to the Agent (with sufficient copies for each of the Lenders), in each case, in form and substance satisfactory to the Agent:
 - (i) as soon as available and in any event within 30 days prior to the commencement of each Financial Year, the Annual Business Plan of the Borrower for such Financial Year together with the detailed budget and financial projections (set out on a monthly basis) for the Financial Year providing supplementary detailed schedules and information supplementary to and consistent with the Annual Business Plan, calculations demonstrating projected compliance with the financial covenants set forth in Section 6.3, and a report containing management's discussion and analysis of such budget and Annual Business Plan with a reasonable disclosure of the key assumptions and drivers with respect thereto;
 - (ii) as soon as available and in any event within 25 days after the end of each calendar month, a consolidated balance sheet of the Borrower as of the end of such calendar month (commencing with the calendar month ending November 30, 2017), the related consolidated statement of income for such calendar month and for the portion of the Financial Year ended at the end of such calendar month and the related consolidated statement of cash flows for the portion of such Financial Year ended at the end of such calendar month, each prepared in accordance with GAAP setting forth in each case, a comparative form of the figures for the corresponding calendar month, the corresponding portion of such party's previous Financial Year and corresponding budget from the applicable Annual Business Plan, together with a summary of variances from the applicable projections;
 - (iii) as soon as practicable and in any event within 45 days after the end of each of the first three Financial Quarters in each Financial Year (commencing as of the Financial Quarter ending September 30, 2017)
 - (x) an internally prepared consolidated balance sheet of the Borrower as of the end of such Financial Quarter (together with management commentary on operations and reconciliations to financial projections),
 - (y) internally prepared consolidating balance sheets of each Corporate Credit Party and
 - (z) the related internally prepared consolidated and unconsolidated statements of earnings and changes in financial position

for such Financial Quarter and for the period commencing at the end of the previous Financial Year and ending with the end of such Financial Quarter; in each case (except for the statement of changes in financial position) setting forth in comparative form the figures for the corresponding Financial Quarter, corresponding portion of the previous Financial Year and corresponding budget from the Annual Business Plan, if applicable, together with a summary of variances from the applicable projections;

- (iv) as soon as is practicable and in any event within 45 days after June 30 and December 31 in each Financial Year, updates of the cash flow projections and budget from the Annual Business Plan for such Financial Year, together with a summary of variances from the applicable projections, which projections must be presented with at least 12 month forward looking information;
 - (v) as soon as practicable and in any event within 90 days after the end of each Financial Year, a copy of the annual audited financial statements of the Borrower for such Financial Year prepared on an unconsolidated and consolidated basis;
 - (vi) copies of any pertinent communications, reports, letters, notices, correspondence or writings received from or sent to its independent auditors, whether in connection with an ongoing audit or otherwise;
 - (vii) concurrently with the delivery of a consolidated balance sheet and other reporting in accordance with Section 6.1(a)(ii) hereof, commencing on December 1, 2017, a Compliance Certificate substantially in the form of Exhibit 2, signed by two Key Officers;
- (b) **Additional Reporting Requirements.** In the case of each Corporate Credit Party, deliver to the Agent (with sufficient copies for each of the Lenders):
- (i) within thirty days of each Financial Quarter:
 - (A) an internally prepared economic and reserve evaluation report to update the most recently delivered Engineering Report from the chief engineer of the Borrower in accordance with the procedures set forth in such Engineering Report and in form satisfactory to the Agent, acting reasonably;
 - (B) operating and production and revenue reports (lease operating statements) certified by a Key Officer of the Borrower, including year to date figures, the gross and net oil and gas production volumes, total revenues, gross revenues, lists of customers which account for at least 25% of gross revenues for each month during such Financial Quarter, the prices at which sales were made, royalties and other burdens, capital expenditures and lease

operating expenses, all in a form acceptable to the Agent, acting reasonably;

- (ii) within 45 days following each month, a report of the lease operating and production performance of the Credit Parties' Proved Developed Producing Reserves including year to date figures, the gross oil and gas production, net production, total revenues, royalties and other burdens, operating expenses and net revenues, in a format acceptable to the Agent, acting reasonably;
- (iii) as soon as practicable, and in any event within three days after the occurrence of each Default or Event of Default, a statement signed by a Key Officer acceptable to the Agent setting forth the details of the Default or Event of Default and the action which the Borrower or such other Credit Party proposes to take or has taken;
- (iv) from time to time upon request of the Agent, and in any event at least annually, evidence of (A) the maintenance of all insurance required to be maintained pursuant to this Agreement, including originals or copies as the Agent may request of policies, certificates of insurance, riders, endorsements and proof of premium payments, and (B) the good standing of all Authorizations material to any such Corporate Credit Party;
- (v) from time to time upon request of the Agent copies of all notices, reports and other documents sent to shareholders and directors of such Corporate Credit Parties;
- (vi) promptly upon becoming aware thereof, a notice of (A) the threat of, or commencement of, any strike or lockout; (B) any work stoppage or other labour dispute in respect of the operations of such Corporate Credit Party; (C) any breach or non-performance of, or any default of such Corporate Credit Party under any material provision of the Existing TEC Financing or any other Material Agreement of such Corporate Credit Party; (D) any dispute, litigation, investigation, proceeding or suspension between such Corporate Credit Party and any Governmental Authority; (E) the threat of, commencement of, or any material adverse development in, any action, suit, arbitration, investigation or other proceeding affecting such Credit Party; (F) any claim, action, suit, litigation, arbitration or investigation which is threatened or pending against any Credit Party or any Person in respect of the Acquisition Documents; and (G) any other matter to the extent that the same has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (vii) promptly after the furnishing thereof, copies of any financial statement, material report or material notice furnished to or by any Person pursuant to the terms of the Existing TEC Financing, any preferred stock

designation, indenture, loan or credit or other similar agreement, other than this Agreement and not otherwise required to be furnished to the Secured Creditors hereunder;

- (viii) such other material information respecting the condition or operations, financial or otherwise, of the Business or such Credit Party as the Agent, on behalf of the Lenders, may from time to time reasonably request;
 - (ix) promptly upon becoming aware thereof, notice of any information it receives with regard to any type or item of Collateral which might have in any way a Material Adverse Effect on the value of the Collateral as a whole or the rights and remedies of the Secured Creditors with respect thereto; and
 - (x) the Borrower shall provide prior written notice to the Agent of any intended sale, transfer, farm-out, assignment or other disposition (or series of related dispositions) by the Borrower or any other Credit Party of (i) P&NG Rights included by the Lenders in the most recent determination of the Borrowing Base, or (ii) any of the assets for which the Approved Petroleum Engineer has assigned Proved Developed Producing Reserves (including the disposition of a Credit Party holding such P&NG Rights), such notice to be provided by the Borrower to the Agent not less than 10 Business Days prior to the closing of any such disposition or series of dispositions;
- (c) **Payments.** The Borrower shall duly and punctually pay or cause to be paid to the Agent and the Lenders all principal, interest, fees and other amounts payable hereunder and under the Credit Documents on the dates, at the places, and in the amounts and manner set forth in such documents;
 - (d) **Corporate Existence.** Except as otherwise permitted in this Agreement, each Corporate Credit Party shall preserve and maintain its corporate existence;
 - (e) **Permitted Uses.** The Borrower shall use the proceeds of the Advances hereunder only for the purposes permitted pursuant to Section 2.3;
 - (f) **Compliance with Applicable Law, etc.** Each of the Credit Parties shall comply in all material respects with the requirements of all Applicable Law. Each of the Credit Parties shall obtain and maintain all Authorizations necessary to the ownership of its property and to the conduct of its business in each jurisdiction where it carries on material business or owns material property, including those issued or granted by Governmental Authorities, except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect;
 - (g) **Environmental Investigations.** Each of the Corporate Credit Parties shall, promptly, if the Agent has a good faith concern that a discharge of a Contaminant has occurred or a condition exists on any of the Subject Properties that could have a Material Adverse Effect, cause to be conducted such

environmental investigations (including, without limitation, environmental site assessments and environmental compliance reviews) as are reasonably required by the Agent, on the basis of a duly qualified environmental consultant approved by the Agent, and remedy any condition or non-compliance with Environmental Laws revealed by any such investigation, provided that, in the case of any of the Leased Properties, such Corporate Credit Party shall have no obligation to carry out such environmental investigations if such discharge or such existing conditions exists, other than by reason of any action or omission of any Corporate Credit Party. The reasonable costs of such investigations will be for the account of the Borrower, provided that the Agent will carry out such audit in consultation with the Borrower to expedite its completion in a cost effective manner. Should the result of such audit indicate that any Corporate Credit Party is in breach, or with the passage of time will be in breach, of any Environmental Laws and such breach or potential breach has or could reasonably be expected to have, in the opinion of the Lenders, acting reasonably, a Material Adverse Effect, and without in any way prejudicing or suspending any of the rights and remedies of the Agent and the Lenders under the Credit Documents, the Borrower will forthwith commence and diligently proceed to rectify or cause to be rectified such breach or potential breach, as the case may be, and will keep the Lenders fully advised of the actions it intends to take and has taken to rectify such breach or potential breach and the progress it is making in rectifying same. The Agent will be permitted to retain, for the account of the Borrower (to the extent such account is reasonable), the services of a consultant to monitor the applicable Corporate Credit Party's compliance with this Section 6.1(g);

- (h) **Maintenance of Subject Properties.** Each of the Corporate Credit Parties shall (i) maintain, preserve and protect the Subject Properties, including the Buildings and Fixtures, Wells and Equipment necessary in the operation of its business, in good working order and condition, taking into consideration the character, age and use thereof, ordinary wear and tear excepted; (ii) make all necessary repairs, renewals, replacements, additions and improvements to the Subject Properties, Wells and Equipment, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; (iii) use the standard of care typical in the industry of the Corporate Credit Parties in the operation and maintenance of its facilities, Wells, Subject Properties, Equipment, and P&NG Rights; (iv) preserve or renew all of its registered patents, trademarks, trade names and service marks (including licenses thereof), except to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect; (v) maintain good and valid title to its Assets; and (vi) do all things necessary to defend, protect and maintain its Assets and the Security Documents (and the priority thereof) from all material adverse claims where the failure to do so in the opinion of the Lenders, acting reasonably, threatens the intended priority or validity of the Security Documents as herein provided, or would reasonably be expected to have a Material Adverse Effect. Each of the Corporate Credit Parties shall maintain the Equipment in good repair and working order and in a manner consistent with industry practice;

- (i) **Operation of Properties.** Each Corporate Credit Party will operate its respective property, or, if it is not the operator, use reasonable efforts to ensure that such property is operated, in accordance with sound industry practice and in accordance in all respects with Applicable Law;
- (j) **Material Agreements.** Each Credit Party shall perform and observe, in all material respects, all terms and provisions of, and make all payments accruing under, each Material Agreement (including those relating to the P&NG Rights, Proven Reserves and the CO&O) to which it is a party to be performed or observed by such Credit Party and maintain each such Material Agreement in full force and effect in accordance with its terms;
- (k) **Payment of Taxes and Claims.** In the case of each of the Credit Parties (including for an avoidance of doubt, the Individual Guarantors), pay or cause to be paid when due, (i) all Taxes imposed upon such Credit Party or upon its income, sales, capital or profit or any other Assets belonging to it before the same becomes delinquent or in default, and (ii) all claims which, if unpaid, might by Applicable Law become a Lien upon the Assets of such Credit Party, except any such Tax which is being contested in good faith and by proper proceedings and in respect of which the Credit Party has established adequate reserves in accordance with GAAP or which are Permitted Liens;
- (l) **Payment of Royalties and other Preferred Claims.** Each of the Credit Parties shall pay or cause to be paid all royalties, overriding royalties, rents, rates, levies or assessments, ordinary or extraordinary, governmental fees or dues, and to make and remit all withholdings, lawfully levied, assessed or imposed upon any Credit Party or any of the Assets of any Credit Party, as and when the same become due and payable. Each of the Credit Parties shall also pay when due all amounts related to wages, workers' compensation obligations, pension fund obligations and any other amount which would or would reasonably be expected to result in a Lien against the Assets of such Credit Party;
- (m) **Licensee Liability Rating and Liability Management Rating.** The Borrower shall maintain a Licensee Liability Rating and Liability Management Rating that equals or exceeds, in each case, 1.0;
- (n) **Keeping of Books.** Each of the Corporate Credit Parties which is engaged in the Business shall keep (i) proper books of record and account, in which full and correct entries shall be made, in all material respects, in respect of the Business, in accordance with GAAP, and (ii) books and records pertaining to its Collateral in such detail, form and scope as the Agent reasonably requires;
- (o) **Visitation and Inspection.** At any commercially reasonable time or times, and as often as reasonably requested, at the sole expense of the Borrower, each of the Corporate Credit Parties shall permit each Lender and the Agent to (i) visit its properties, (ii) examine, audit and make extracts from and copies of such financial records, and (iii) discuss with its respective directors, partners, Key Officers, officers, supplier, customer and independent auditors its respective

businesses, assets, liabilities, financial positions, results of operations, and business prospects, at all reasonable times during normal business hours and with reasonable advance notice;

- (p) **Maintenance of Insurance.** Each of the Corporate Credit Parties shall maintain with financially sound and reputable insurance companies not Affiliates of any Corporate Credit Party, in respect of such Corporate Credit Party, and at all times, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, including but not limited to, commercial property insurance, all risks property damage, commercial general liability, worker's compensation, business interruption and other insurance, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. The policies or certificates of insurance evidencing such insurance coverage must show the Agent as additional insured on behalf of the Secured Creditors (in the case of liability insurance) and first loss payee under a mortgage clause in a form acceptable to the Agent in respect of the Swan Hills Assets and a second loss payee under a mortgage clause in a form acceptable to the Agent in respect of all other Collateral. The policies for such insurance shall provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Agent of written notice thereof;
- (q) **Maintenance of Life Insurance Policy.** On or before the Closing Date the Borrower shall obtain the Life Insurance Policy and provide the Agent with a certificate of insurance showing the Agent as named insured and first loss payee. The Borrower shall maintain the Life Insurance Policy at all times with a responsible insurance carrier showing the Agent as additional insured on behalf of the Secured Creditors and first loss payee. The Life Insurance Policy shall provide that no cancellation shall be effective until at least 30 days after receipt by the Agent of written notice thereof. No Credit Party shall amend or modify the Life Insurance Policy without the prior consent of the Agent;
- (r) **Anti-Terrorism Laws.** Each of the Credit Parties shall promptly provide all information with respect to such Credit Party, its respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Credit Party, including supporting documentation and other evidence, as may be reasonably requested by the Agent or a Lender or any prospective assignee or participant of the Agent or a Lender, in order to comply with any applicable Anti-Terrorism Laws or such other applicable "know your client" laws and requirements, whether now or hereafter existence;
- (s) **Acquisition Documents.** The Borrower shall promptly pay or cause to be paid all amounts payable by the Borrower under the Acquisition Documents as and when they become due. The Borrower shall (and the Borrower will ensure that each Credit Party will) take all reasonable and practical steps to preserve and

enforce its rights (or the rights of any other Credit Party) and pursue any claims and remedies arising under any Acquisition Documents;

- (t) **Marketing Activities.** None of the Corporate Credit Parties shall engage in marketing activities for any Petroleum Substances or enter into any contracts related thereto other than (i) contracts for the sale of Petroleum Substances scheduled or reasonably estimated to be produced from their proved P&NG Rights during the period of such contract, and (ii) contracts for the purchase and/or sale of Petroleum Substances of third parties (A) which have generally offsetting provisions (i.e., corresponding pricing mechanics, delivery dates and points and volumes) such that no "position" is taken and (B) for which appropriate credit support has been taken to alleviate the material credit risks of the counterparty thereto;
- (u) **Board Observer.** So long as any Obligations remain outstanding, the Agent shall be entitled to appoint one board observer to the Board of Directors (or equivalent governing body) of the Borrower and any committees or sub-committees thereof (including the audit, finance or any other committees or sub-committees). For clarity, during the term of the Existing TEC Credit Agreement, the obligation in this Section 6.1(u) shall not be in addition to the obligation set out in Section 6.1(w) of the Existing TEC Credit Agreement in favour of the agent thereunder. The Borrower shall provide to such board observers (i) notice of any in-person, teleconference or other meeting of the Borrower's board of directors (or equivalent governing body) and/or any committees or sub-committees thereof, and (ii) copies of all communications between the Borrower and the Borrower's Board of Directors (or equivalent governing body) and/or any committees or sub-committees thereof, in each case concurrently with the delivery thereof to such Board of Directors (or equivalent governing body), committee or sub-committee. The Borrower shall reimburse any board observers for all reasonable out-of-pocket costs and expenses incurred in connection with this Section 6.1(u). In addition to the foregoing, if requested by the Agent, the Borrower shall take, or shall cause to be taken, all necessary action to ensure that the Agent is entitled, at the Agent's option, to appoint in lieu of a board observer a member of the Borrower's Board of Directors so long as any Obligations remain outstanding. If the Borrower's equity is listed on a securities exchange that requires a majority of its directors to be independent, the board designee of the Agent pursuant to this Section 6.1(u) shall be an independent director (as that term is defined by the rules of the applicable stock exchange);
- (v) **Net Cash Flows.** No less than ninety-five percent (95%) of the Net Cash Flow of the Borrower must be derived from the Corporate Credit Parties' operations.
- (w) **Blocked Account Agreements.** Each Corporate Credit Party shall, concurrently upon the repayment in full and cancellation of the Existing TEC Financing, obtain duly executed Blocked Account Agreements in respect of the Bank Accounts of each of the Blocked Account Credit Parties from each of the

applicable deposit banks in respect of such Bank Accounts and the applicable Blocked Account Credit Parties.

- (x) **Further Assurances.** At the cost and expense of the Borrower, upon request of the Agent, each Credit Party shall execute and deliver or cause to be executed and delivered to the Agent such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of the Agent to carry out more effectually the provisions and purposes of the Credit Documents.

Section 6.2 Negative Covenants.

So long as any amount owing under this Agreement remains unpaid or any Lender has any obligation under this Agreement and, unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors, except where otherwise specified) shall not:

- (a) **Debt.** Create, incur, assume or suffer to exist any Debt except:
 - (i) Debt of the Borrower to the Lenders under the Credit Documents;
 - (ii) Guarantees by the Credit Parties in favour of the Agent and the Lenders pursuant to the Credit Documents;
 - (iii) Debt existing on the date hereof and disclosed on Schedule 6.2(a)(iii) to the extent such Debt conforms to its description on Schedule 6.2(a)(iii) and provided that, upon the request of the Agent, the Borrower shall use commercially reasonable efforts to cause the creditor under any such Debt to enter into intercreditor or subordination arrangements satisfactory to the Agent;
 - (iv) Debt under Capital Leases (including a sale-leaseback agreement) and under purchase money security interest financings, in each case approved by the Agent;
 - (v) Debt associated with (A) worker's compensation claims, performance, bid, surety or similar bonds or (B) surety obligations required by a Governmental Authority in connection with the operation of the P&NG Rights;
 - (vi) Debt under the Existing TEC Financing, the principal amount of which Debt does not exceed \$16,000,000 in the aggregate; and
 - (vii) *bona fide* trade payables in the ordinary course of business;
- (b) **Treatment of Agent and Lenders.** Engage, except as required by Applicable Law, in any conduct that would result in the Agent or the Lenders receiving proportionally less payments or less favourable treatment than it would otherwise be entitled to hereunder or under the Credit Documents;

- (c) **Liens.** Create, incur, assume or suffer to exist, any Lien on any Assets of such Credit Party, except Permitted Liens;
- (d) **Mergers, Etc.** Enter into any reorganization, consolidation, amalgamation, arrangement, winding-up, merger or other similar transaction, except for an amalgamation of certain of the Corporate Credit Parties which has been disclosed to the Agent in writing at least thirty days prior to such amalgamation becoming effective;
- (e) **Dissolution, Etc.** Liquidate, dissolve or wind up or take any steps or proceedings in connection therewith except, in the case of a Corporate Credit Party, where the successor thereto or transferee thereof is the Borrower or another Corporate Credit Party;
- (f) **Hedging.** Enter into any exchange rate swap contract, interest rate swap contract, commodity swap contract or any other hedging agreement or derivative agreement or similar agreement or arrangement, except for any commodity hedges required to be entered into under this Agreement. No Corporate Credit Party shall terminate, restructure or unwind any commodity hedges (other than the termination on the scheduled maturity date thereof);
- (g) **Financial Assistance.** Provide any Financial Assistance to any Person (other than another Corporate Credit Party);
- (h) **Disposal of Assets Generally.** Sell, assign, farm-out, convey, exchange, lease, release or abandon or otherwise dispose of, any assets or properties (including sale-leaseback transactions) to any Person other than (i) the sale of Petroleum Substances in the ordinary course of business; (ii) farm-outs in the ordinary course of business of undeveloped acreage or undrilled depths and assignments in connection with such farm-outs; (iii) bona fide sales, exchanges, poolings, quit claims, unitizations, royalties, operations under any joint operating agreement, leases, abandonments or other dispositions in the ordinary course of business for the purpose of carrying on the Business, and in the case of sales, exchanges, lease or other dispositions, at Fair Market Value, to the extent that the same may be obtained on a commercially reasonable basis; and (iv) property or assets (other than securities) which have no material economic value in the Business or business or are obsolete or worn out; provided that upon any such sale, farm-out, exchange, pooling, quit claim, unitization, royalty, operation, lease, abandonment or other disposition a Borrowing Base redetermination shall be done in accordance with Section 2.13 and the Borrower shall provide an updated Engineering Report for the purposes of any such redetermination of the Borrowing Base if requested by the Agent;
- (i) **Transactions with Related Parties.** Directly or indirectly, enter into any agreement with, make any financial accommodation for, or otherwise enter into any transaction with, a Related Party except in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms not less favourable to the Borrower or the Credit Party, as the case may be, than

could be obtained in a comparable arm's length transaction with another Person, including entering into or assuming any employment, consulting or analogous agreement or arrangement with any of its or their directors or senior or executive officers or senior management;

- (j) **Change in Management, Financial Reporting, Etc.** Make any change in (i) senior management of any Corporate Credit Party, (ii) the compensation arrangements of any Key Officer, or (iii) the capital structure of any Corporate Credit Party;
- (k) **Nature of Business.** Engage in any business other than the Business and such other lines of business as may be reasonably related or complementary thereto.
- (l) **Share Capital.** Issue any Equity Securities except to a Corporate Credit Party provided that all such Equity Securities have been pledged to, and certificates representing the same together with stock transfer powers duly executed in blank have been delivered to, the Agent pursuant to the Security Documents. No Corporate Credit Party shall permit or facilitate the transfer of any Equity Securities issued by such Corporate Credit Party without the prior written consent of the Agent, which shall not be unreasonably withheld;
- (m) **New Subsidiaries.** Form or acquire any new Subsidiaries, or acquire Equity Securities in any entity other than a Corporate Credit Party;
- (n) **Distributions.** Declare, make or pay any Distributions except (i) the payment of salaries, fees or incentive plan payments to officers, directors or employees of any Credit Party in their capacity as such pursuant to existing agreements which are satisfactory to the Agent, in its sole discretion, (ii) dividends paid by any Subsidiary of the Borrower to the Borrower with respect to their Equity Securities, (iii) Distributions made by a Corporate Credit Party pursuant to and in accordance with stock option plans or other benefit plans for management or employees, acceptable to the Agent;
- (o) **Investments.** Make any Investment in any Person or otherwise acquire (in one or a series of related transactions) any part of the property (whether tangible or intangible) of any Person (or agree to do any of the foregoing at any future time) other than:
 - (i) accounts receivable arising in the ordinary course of business;
 - (ii) purchases and other acquisitions of Goods and intangible property in the ordinary course of business;
 - (iii) investment in Cash Equivalents;
 - (iv) leases of real property in the ordinary course of business; and
 - (v) the acquisition of P&NG Rights or any Petroleum Substances through farm-ins, poolings, purchases, quit claims, unitizations, working or

royalty interests, independent operations or other operations under any operating agreement or otherwise; provided, however that any such acquisition is made in the ordinary course of business and for the purpose of carrying on the Business and provided further that the aggregate fair market value of such P&NG Rights or Petroleum Substances acquired pursuant to this paragraph (v) shall not exceed the amount of \$5,000,000.00 in any Financial Year,

provided that, in each case, any property acquired thereby shall be subject to perfected or registered first priority Liens in favour of the Agent for the benefit of the Secured Creditors free and clear of all Liens other than Permitted Liens;

- (p) **Pension Plans and Collective Bargaining Agreements.** Enter into any Pension Plans or collective bargaining agreements;
- (q) **Anti-Hoarding.** Subject to Section 6.1(w), accumulate or maintain cash or Cash Equivalents in one or more accounts (including, for certainty, any depository, investment or securities account) maintained by the Borrower or any Corporate Credit Party in an amount, in the aggregate, greater than \$5,000,000.00 (or the Equivalent Amount in any other currency);
- (r) **Financial Year.** Change its Financial Year;
- (s) **Amendments.**
 - (i) Make or permit to be made any amendments or other modifications to any Material Agreement (including, without limitation, the CO&O and the Existing TEC Credit Agreement) or terminate, cancel or surrender any Material Agreement or any provision thereunder (including, without limitation, the CO&O and the Existing TEC Credit Agreement) to which it is a party if such amendments could reasonably be expected to have a Material Adverse Effect or to be adverse to the interests of the Lenders under the Credit Documents;
 - (ii) (A) Amend or change any of its articles, by-laws or other constating documents or (B) enter into any agreement with respect to its Equity Securities restricting transfer of the same or otherwise adverse to the interests of the Lenders under the Credit Documents;
- (t) **Agreements.** Enter into any agreement or other arrangement that could reasonably be expected to have a Material Adverse Effect on or to be adverse to the interests of the Agent or the Lenders under the Credit Documents;
- (u) **No Speculation.** No Swap Agreement shall be entered into for speculative purposes.
- (v) **Restrictive Agreements.** Directly or indirectly enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any

condition upon (i) the ability of any Credit Party to create, incur or permit to exist any Lien upon any of its Assets; (ii) the ability of any Credit Party to pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits or to make or repay loans or advances to any Credit Party or to provide a guarantee of any Debt of any Credit Party; or (iii) the ability of any Credit Party to sell, lease or transfer any of its Assets to any other Credit Party; in each case, except: (w) restrictions and conditions contained in the Credit Documents; (y) customary provisions in leases and other ordinary course contracts restricting the assignment, sub-letting or pledge thereof;

- (w) **Compromise of Accounts.** Compromise or adjust any of its accounts (as defined in the PPSA) or any other claims or receivables owing to it (or extend the time for payment thereof) or grant any discounts, allowances or credits;
- (x) **Sale or Discount of Receivables.** Except for accounts obtained by any Corporate Credit Party out of the ordinary course of business or the settlement of joint interest billing accounts in the ordinary course of business or discounts granted to settle collection of accounts or the sale of defaulted accounts arising in the ordinary course of business in connection with the compromise or collection thereof and not in connection with any financing transaction, no Corporate Credit Party shall discount or sell (with or without recourse) any of its notes receivable or accounts.
- (y) **Contaminants, etc.** Permit any asbestos, asbestos-containing materials, PCBs, radioactive substances or any other Contaminants which could be the subject of a clean-up order to be located in, on, at, under or about any Subject Property, except in respect of a Leased Property if any such Contaminants were not located thereon by a Credit Party. Permit any underground storage systems to be located or installed at any Subject Property, except in the case of a Leased Property if any such storage systems were not located or installed thereon by such Credit Party; or
- (z) **Bank Accounts, Securities Accounts.** Permit any Bank Account or securities account to exist or be established unless (i) in the case of the Blocked Account Credit Parties, such Bank Account is a Blocked Account or such securities account is subject to a control agreement, as applicable, in favour of, and satisfactory in form and substance to, the Agent; and (ii) the Agent has viewing rights by way of electronic access to such Bank Account or securities account, as applicable, including the transactions and balances with respect to such Bank Account or securities account, as applicable.

Section 6.3 Financial Covenants.

So long as any amount owing under this Agreement remains unpaid or the Agent or any Lender has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1:

- (a) **Maximum Net Eligible Debt to EBITDAX Ratio.** As at the end of any Financial Quarter, the Borrower shall not permit the ratio of Net Eligible Debt to EBITDAX, tested quarterly in arrears, to exceed 4.0 : 1.0; and
- (b) **Minimum Working Capital Ratio.** Beginning with the Financial Quarter ending on December 31, 2017, the Borrower shall not permit its consolidated Working Capital Ratio to fall below 1.1:1.0 as at the end of any Financial Quarter.

Section 6.4 Security Covenants.

So long as any amount owing under this Agreement remains unpaid or any Lender has any obligation under this Agreement, and unless consent is given in accordance with Section 10.1, the Borrower and each other Credit Party (other than the Individual Guarantors) shall:

- (a) **Status of Accounts Receivables, Collateral.** With respect to the Collateral (i) promptly notify the Agent if any accounts in excess of \$500,000.00 arises out of contracts with any Governmental Authority, and execute, or cause any applicable Credit Party to execute, any instruments and take, or cause any applicable Credit Party to take, any steps required by the Agent in order that all moneys due or to become due under the contract are assigned to the Agent and notice of such assignment be given to the Governmental Authority, (ii) report promptly to the Agent any matters materially adversely affecting the value, enforceability or collectability of the Collateral, taken as a whole, (iii) if any amount payable under or in connection with any accounts in excess of \$1,000,000.00 (or the Equivalent Amount in any other currency) is evidenced by a promissory note or other instrument, notify the Agent in writing and, upon the request of the Agent, forthwith pledge, endorse, assign and deliver, or cause any applicable Credit Party to pledge, endorse, assign and deliver, to the Agent the promissory note or instrument, as additional Collateral, and (iv) notify the Agent in writing of any agreement under which any terms of sale or service (written or oral) which are materially different from normal operating procedures may have been or will be granted;
- (b) **Business Outside Certain Jurisdictions.** (i) Obtain the written consent of the Agent in respect of (A) any proposed change in the location of (w) any place of business of such Credit Party, (x) the chief executive office, registered office, principal place of business or head office of such Credit Party, and (y) any place where tangible Assets of such Credit Party are stored, and (B) any proposed change in the name (including the adoption of a French form of name) of such Credit Party, and (ii) promptly notify the Agent of any change in the name, address, contact details or terms affecting any material obligor or customer of such Credit Party; and
- (c) **Perfection and Protection of Security Interest.** Promptly file and perfect any Security that requires filing in order to perfect; and promptly cure or cause to be cured any defects in the execution and delivery of any of the Credit Documents by a Credit Party or any defects in the validity or enforceability of any of the

Security relating to a Credit Party and at its expense, execute and deliver or cause to be executed and delivered, all such agreements, instruments and other documents (including the filing of any financing statements or financing change statements) as the Agent may consider necessary or desirable to protect or otherwise perfect the Security including without limitation any specific registrations with respect to Assets of the Credit Parties.

ARTICLE 7 CHANGES IN CIRCUMSTANCES

Section 7.1 Increased Costs.

(1) If any Change in Law shall:

- (a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;
- (b) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any Advance made by it or any participation by it in such Advance, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes for which a payment has been made by a Credit Party pursuant to Section 7.2 and the imposition, or any change in the rate, of any Excluded Taxes payable by such Lender; or
- (c) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or the rateable portion of any Advance made by such Lender or in which such Lender has a participation interest;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, maintaining, issuing or participating in any Advance (or of maintaining its obligation to make, issue or participate in any Advance), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

- (2) If any Lender reasonably determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Advances made by, issued, or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

- (3) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 7.1(1) or Section 7.1(2), including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be prima facie evidence of such amount or amounts. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.
- (4) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 7.1 shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrower shall not be required to compensate a Lender pursuant to this Section 7.1 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.
- (5) The provisions of this Section 7.1 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 7.2 Taxes.

- (1) If any Credit Party, the Agent, any Lender or any other recipient is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of any Credit Party hereunder or under any other Credit Document, then (a) the sum payable shall be increased by the applicable Credit Party when payable as necessary so that after making or allowing for all required deductions and payments for Indemnified Taxes (including deductions and payments applicable to additional sums payable under this Section 7.2), the Agent, any Lender or other recipient, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments for Indemnified Taxes been required, (b) the applicable Credit Party shall make any such deductions required to be made by it under Applicable Law and (c) the applicable Credit Party shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.
- (2) Without limiting the provisions of Section 7.2(1) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.
- (3) Each Credit Party, on a joint and several basis, shall indemnify the Agent, each Lender and any other recipient of a payment by or on account of any obligation of the Credit Parties hereunder or under any other Credit Document, within 30 days after demand therefor, which the Agent or such Lender shall make as soon as practical after it has determined that it is entitled to indemnification, for the full amount of any such Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid or payable by the Agent, Lender or recipient and any penalties, interest and reasonable expenses

arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by such Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be prima facie evidence of such amount or amounts.

- (4) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Credit Party to a Governmental Authority, such Credit Party shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.
- (5) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which a Credit Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Credit Document shall, at the request of such Credit Party, deliver to such Credit Party (with a copy to the Agent), at the time or times prescribed by Applicable Law or reasonably requested by such Credit Party or the Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by a Credit Party or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by such Credit Party or the Agent as will enable such Credit Parties or the Agent to determine whether or not such Lender is subject to withholding or information reporting requirements.
- (6) If the Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Credit Party or with respect to which a Credit Party has paid additional amounts pursuant to this Section 7.2, it shall pay over to such Credit Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under this Section 7.2 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of the Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Credit Party, upon the request of the Agent or such Lender, shall repay the amount paid over to such Credit Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender in the event the Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 7.2(6), in no event will the Agent or such Lender be required to pay any amount to a Credit Party pursuant to this Section 7.2(6) the payment of which would place the Agent or such Lender in a less favorable net after-Tax position than the Agent or such Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require the Agent or any Lender to make available

its Tax returns (or any other information relating to its Taxes which it deems confidential) to any Credit Party or any other Person.

- (7) If a payment made to a Lender under any Credit Document would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code of 1986, as in effect from time to time, as applicable), such Lender shall deliver to Borrower and Agent at the time or times prescribed by law and at such time or times reasonably requested by Borrower or Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code of 1986, as in effect from time to time) and such additional documentation reasonably requested by Borrower or Agent as may be necessary for Borrower and Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for the purposes of this Section 7.2(7), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.
- (8) The provisions of this Section 7.2 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 7.3 Illegality.

If any Lender reasonably determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain, issue or participate in the Facilities, or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the Agent, any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Agent), prepay the Facilities or take any necessary steps with respect to the Facilities, which are within its reasonable control, in order to avoid the activity that is unlawful. Upon any such prepayment, the Borrower shall also pay accrued interest on the amount so prepaid and any applicable breakage costs and amounts as a result of prepayment to a Lender. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

ARTICLE 8 EVENTS OF DEFAULT

Section 8.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an event of default under this Agreement (an "**Event of Default**"):

- (a) the Borrower fails to pay any amount of the Advances Outstanding when such amount becomes due and payable;

- (b) the Borrower fails to pay any Interest Charges, Fees or other Obligations payable hereunder when they become due and payable;
- (c) the Borrower fails to eliminate a Borrowing Base Shortfall as required in Section 2.14;
- (d) the Borrower fails to pay legal and advisor fees of the Agent and the Lenders within five (5) Business Days of being invoiced therefor;
- (e) any representation or warranty or certification made or deemed to be made by a Credit Party or any of their respective directors or officers in any Credit Document shall prove to have been incorrect in any material respect when made or deemed to be made;
- (f) a Credit Party fails to perform, observe or comply with any other term, covenant or agreement contained in this Agreement or any other Credit Document to which it is a party;
- (g) any of the Credit Parties fails to pay the principal of, or premium or interest or other amount on, any of its Debt (excluding Debt under this Agreement) which is outstanding in an aggregate principal amount exceeding \$200,000.00 (or the Equivalent Amount in another currency) when such amount becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to the Debt; or any other event occurs or condition exists and continues after the applicable grace period, if any, specified in any agreement or instrument relating to any such, if its effect is to accelerate, or permit the acceleration of the Debt; or any such Debt shall be declared to be due and payable prior to its stated maturity;
- (h) the Swap Termination Value owed by the Borrower or any Subsidiary exceeds \$1,000,000;
- (i) any Credit Party fails to perform or observe any term, covenant or agreement contained in any Material Agreement or Swap Agreement on its part to be performed or observed where such failure could reasonably be expected to have a Material Adverse Effect; or any Material Agreement or Swap Agreement is terminated or revoked or permitted to lapse (other than in accordance with its terms and not as a result of default);
- (j) any Credit Party repudiates its obligations under any Credit Document or claims any of the Credit Documents to be invalid or withdrawn in whole or in part;
- (k) any one or more of the Credit Documents or any material provision thereof ceases to be, or is determined by a court of competent jurisdiction not to be, a legal, valid and binding obligation of any Credit Party which is a party thereto, enforceable by the Agent and the Lenders or any of them against such Credit Party;

- (l) any of the Security at any time does not constitute a valid and perfected first priority Lien on any of the Swan Hills Assets and a valid and perfect second priority Lien on all other material Collateral thereunder or any material Assets intended to be Collateral thereunder, subject only to Permitted Liens which rank by law in priority and subject to the provisions of the Intercreditor Agreement;
- (m) any judgment or order for the payment of money in excess of \$200,000.00 (or the Equivalent Amount in another currency) is rendered against any of the Credit Parties, except to the extent fully covered (other than for customary deductibles) by insurance pursuant to which the insurer has not denied coverage, and either (i) enforcement proceedings have been commenced by a creditor upon the judgment or order, or (ii) there is a period of fifteen (15) consecutive days during which a stay of enforcement of the judgment or order, by reason of a pending appeal or otherwise, is not in effect;
- (n) any Credit Party incurs any Environmental Liabilities which are not:
 - (i) provided for in an Annual Business Plan for the year in which such Environmental Liabilities are incurred; or
 - (ii) insured pursuant to an insurance policy maintained by the Borrower and for which it has received insurance proceeds in the amount of such Environmental Liabilities,

and which will require expenditures, for any one occurrence, in excess of \$200,000.00 (or the Equivalent Amount in another currency), or aggregating in any Financial Year on a consolidated basis, \$500,000.00 (or the Equivalent Amount in another currency);

- (o) there is a Change of Control;
- (p) any of the Credit Parties (i) becomes insolvent or generally not able to pay its debts as they become due, (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors, (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding up, administration, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any Applicable Law relating to bankruptcy, insolvency, reorganization or relief of debtors including any proceeding under applicable corporate law seeking a compromise or arrangement of, or stay of proceedings to enforce, some or all of the debts of such Person, or (z) the entry of an order for relief or the appointment of a receiver, receiver-manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its Assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismissed or unstayed for a period of thirty (30) days, such Person fails to diligently and actively oppose such proceeding, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, receiver-

manager, administrator, custodian, monitor, trustee or other similar official for it or for any substantial part of its properties and assets) occurs, or (iv) takes any corporate action to authorize any of the above actions;

- (q) there has occurred an event or development that could, in the sole opinion of the Majority Lenders, reasonably be expected to have a Material Adverse Effect; or
- (r) the audited consolidated financial statements of the Borrower are qualified by an Impermissible Qualification.

Section 8.2 Acceleration.

Upon the occurrence and during the continuance of an Event of Default, the Agent may, and shall at the request of the Majority Lenders, by written notice to the Borrower declare the Facilities, all accrued interest and Fees and all other amounts payable under this Agreement to be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided that, upon the occurrence of an Event of Default under Section 8.1(p), the Facilities, all accrued interest and Fees and all other amounts payable under this Agreement shall become immediately due and payable, with any presentment, demand, protest or notice of any kind from the Agent or any Lender.

Section 8.3 Remedies upon Default.

- (1) Upon a declaration that the Facilities are immediately due and payable pursuant to Section 8.2, the Agent shall at the request of, or may with the consent of, the Majority Lenders, commence such legal action or proceedings as the Majority Lenders, in their sole discretion, deem expedient, including the commencement of enforcement proceedings under the Credit Documents, all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any property or assets, or any other action or notice, all of which are expressly waived by the Credit Parties.
- (2) The rights and remedies of the Agent and the Lenders under the Credit Documents are cumulative and are in addition to, and not in substitution for, any other rights or remedies. Nothing contained in the Credit Documents with respect to the indebtedness or liability of the Credit Parties to the Secured Creditors, nor any act or omission of the Secured Creditors, or any of them, with respect to the Credit Documents or the Security, provided that such act or omission is not in breach of any term or provision of the Credit Documents, shall in any way prejudice or affect the rights, remedies and powers of the Secured Creditors under the Credit Documents and the Security.

Section 8.4 Right of Set-off.

If a Default or an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency), including amounts in the Blocked Accounts, at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Credit Parties against any and all of the obligations of the

Credit Parties now or hereafter existing under this Agreement or any other Credit Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Credit Document and although such obligations of the Credit Parties may be contingent or unmatured. The rights of each of the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of set-off, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and the Agent after any such set-off and application, but the failure to give such notice shall not affect the validity of such set-off and application. If any Affiliate of a Lender exercises any rights under this Section 8.4, it shall share the benefit received in accordance with Section 9.13 as if the benefit had been received by the Lender of which it is an Affiliate.

Section 8.5 Application of Cash Proceeds of Realization.

- (1) All Proceeds of Realization not in the form of cash shall be forthwith delivered to the Agent and disposed of, or realized upon, by the Agent in such manner as the Majority Lenders may approve so as to produce Cash Proceeds of Realization.
- (2) Subject to the claims, if any, of secured creditors of the Credit Parties whose security ranks in priority to the Security, all Cash Proceeds of Realization shall be applied and distributed, and the claims of the Secured Creditors shall be deemed to have the relative priorities which would result in the Cash Proceeds of Realization being applied and distributed, as follows:
 - (a) first, to the payment of all reasonable costs and expenses (including fees of counsel) of the Agent in connection with enforcing the rights of the Lenders under this Agreement and the applicable Credit Documents, including all expenses of sale or other realization of or in respect of the Collateral, including compensation to the agents and counsel for the Agent, and all expenses, liabilities and advances incurred or made by the Agent in connection therewith, and any other obligations owing to the Agent in respect of sums advanced by the Agent to preserve the Collateral or to preserve the Security in the Collateral;
 - (b) second, to the payment of all reasonable costs and expenses (including fees of counsel) of each of the Lenders in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Obligations owing to such Lender;
 - (c) third, to the payment of all of the Obligations under Term Loan B Facility consisting of accrued fees and interest;
 - (d) fourth, to the payment of all of the Obligations under Term Loan A Facility consisting of accrued fees and interest;
 - (e) fifth, to the payment of all of the Obligations under Revolving Facility consisting of accrued fees and interest;
 - (f) sixth, except as set forth in clauses (a) through (e) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the

Term Loan B Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Agent for the account of the Lenders and the Agent, with each Lender and the Agent receiving an amount equal to its outstanding Obligations under the Term Loan B Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining to be distributed until all Obligations under the Term Loan B Facility are satisfied in full;

- (g) seventh, except as set forth in clauses (a) through (e) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the Term Loan A Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Agent for the account of the Lenders and the Agent, with each Lender and the Agent receiving an amount equal to its outstanding Obligations under the Term Loan A Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining to be distributed until all Obligations under the Term Loan A Facility are satisfied in full;
 - (h) eighth, except as set forth in clauses (a) through (e) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the Revolving Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Agent for the account of the Lenders and the Agent, with each Lender and the Agent receiving an amount equal to its outstanding Obligations under the Revolving Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining to be distributed until all Obligations under the Revolving Facility are satisfied in full; and
 - (i) ninth, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.
- (3) In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided in Section 8.5(2) until exhausted prior to application to the next succeeding subsection, and (b) each of the Secured Creditors shall receive an amount equal to its Pro-Rata Share (as defined below) of amounts available to be applied pursuant to Section 8.5(2)(b), Section 8.5(2)(c) and Section 8.5(2)(f).
 - (4) For purposes of this Section 8.5, "**Pro-Rata Share**" means, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Obligations and the denominator of which is the then outstanding amount of all Obligations. If any payment to any Secured Creditor of its Pro-Rata Share of any distribution would result in overpayment to such Secured Creditor, such excess amount shall instead be distributed in respect of the unpaid Obligations of the other Secured Creditors, with each Secured Creditor whose Obligations have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Obligations of such

Secured Creditor and the denominator of which is the unpaid Obligations of all Secured Creditors entitled to such distribution.

ARTICLE 9

THE AGENT AND THE LENDERS

Section 9.1 Appointment and Authority.

Each of the Secured Creditors hereby irrevocably appoints the Agent to act on its behalf as the Agent hereunder and under the other Credit Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Secured Creditors, and no Credit Party shall have rights as a third party beneficiary of any of such provisions (other than pursuant to Section 9.12(3)).

Section 9.2 Rights as a Lender.

Each Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each Person serving as the Agent hereunder in its individual capacity. Each such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Credit Party or any Affiliate thereof as if such Person were not the Agent and without any duty to account to the Lenders.

Section 9.3 Exculpatory Provisions.

- (1) The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents. Without limiting the generality of the foregoing, the Agent:
 - (a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;
 - (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Credit Documents), but the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, (i) may expose the Agent to liability, (ii) is contrary to any Credit Document or Applicable Law, (iii) would require the Agent to become registered to do business in any jurisdiction, or (iv) would subject the Agent to taxation; and
 - (c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated

to or obtained by the Person serving as Agent or any of its Affiliates in any capacity.

- (2) The Agent (and of its directors, officers, agents or employees) shall not be liable for any action taken or not taken by it (a) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as is necessary, or as the Agent believes in good faith is necessary, under the provisions of the Credit Documents) or (b) in the absence of its own gross negligence or wilful misconduct. The Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until notice describing the Default or Event of Default is given to the Agent by the Borrower or a Lender.
- (3) Except as otherwise expressly specified in this Agreement, the Agent shall not be responsible for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (b) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (d) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document or (e) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Agent.
- (4) The Agent is not obliged to (a) take or refrain from taking any action or exercise or refrain from exercising any right or discretion under the Credit Documents, or (b) incur or subject itself to any cost in connection with the Credit Documents, unless it is first specifically indemnified or furnished with security by the Secured Creditors, in form and substance satisfactory to it (which may include further agreements of indemnity or the deposit of funds).

Section 9.4 Reliance by the Agent.

The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making available of the Facilities that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless the Agent shall have received notice to the contrary from such Lender prior to making the Facilities available. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.5 Indemnification of the Agent.

Each Lender agrees to indemnify the Agent and hold it harmless (to the extent not reimbursed by the Borrower), according to its rateable share (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Agent in any way relating to or arising out of the Credit Documents or the transactions therein contemplated or any actions taken or omitted to be taken by the Agent. However, no Secured Creditor shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from the Agent's gross negligence or wilful misconduct.

Section 9.6 Delegation of Duties.

The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent of the Agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article 9 and other provisions of this Agreement for the benefit of the Agent shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agents, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Agent.

Section 9.7 Notices.

The Agent shall promptly deliver to each Lender any notices, reports or other communications contemplated in this Agreement which are intended for the benefit of the Lenders.

Section 9.8 Replacement of the Agent.

- (1) The Agent may resign at any time by giving 30 days prior notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Lenders shall have the right, acting unanimously, with the prior written consent of the Borrower, to appoint a successor. Upon the occurrence of a Default or an Event of Default, the Borrower's consent rights pursuant to this Section 9.8(1) shall cease.
- (2) If no such successor shall have been so appointed by unanimous consent of the Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor Agent, provided that if the retiring Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Agent on behalf of the Secured Creditors under any of the Credit Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Lenders appoint a successor Agent pursuant to Section 9.8(1).

- (3) Upon a successor's appointment as the Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Agent, and the former Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided in the preceding paragraph). After the termination of the service of the former Agent, the provisions of this Article 9 and of Section 10.6 shall continue in effect for the benefit of such former Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the former Agent was acting as the Agent.

Section 9.9 Non-Reliance on the Agent and Other Lenders.

Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.10 Collective Action of the Secured Creditors.

Each of the Secured Creditors hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Credit Documents to the Secured Creditors are for the benefit of the Secured Creditors collectively and acting together and not severally and further acknowledges that its rights hereunder and under any Security Document are to be exercised not severally, but by the Agent in accordance with the terms hereof or thereof and as expressly provided for in the Credit Documents. Accordingly, notwithstanding any of the provisions contained herein or in any Security Document, each of the Secured Creditors hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Agent. Each of the Secured Creditors hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Agent to the extent requested by the Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Agent may without notice to or consent of the Secured Creditors take such action on behalf of the Secured Creditors as it deems appropriate or desirable in the interest of the Secured Creditors.

Section 9.11 Obligations.

The Secured Creditors agree that all Obligations shall rank *pari passu* with each other and any proceeds from any realization of the Collateral shall be applied to the Obligations rateably in accordance with Section 8.5 (whether such Collateral is in the name of the Agent or in the name of any one or more of the other Secured Creditors and without regard to any priority to which any Secured Creditor may otherwise be entitled under Applicable Law). The

provisions of this Section 9.11 shall survive the termination of this Agreement and the repayment of the Facilities.

Section 9.12 Holding of Security; Discharge.

- (1) The Security shall be held by the Agent for the rateable benefit of the Secured Creditors in accordance with its terms and any proceeds from any realization of the Security shall be applied to the Obligations of each Secured Creditor rateably (whether such Security is held in the name of the Agent or in the name of any one or more of the Secured Creditors and without regard to any priority to which the Secured Creditor may otherwise be entitled under Applicable Law).
- (2) Each Secured Creditor agrees with the other Secured Creditors that it will not, without the prior consent of the other Secured Creditors, take or obtain any Lien on any properties or assets of the Borrower or any other Credit Party to secure the obligations of the Borrower under the Credit Documents, except for the benefit of all Secured Creditors or as may otherwise be required by Applicable Law.
- (3) The Secured Creditors hereby irrevocably authorize the Agent to, and the Agent will, release the Security on any Collateral constituting Assets subject to a Disposition to any Person (other than the Borrower or a Subsidiary thereof), if the Borrower has certified to the Agent and the Agent is satisfied with such certificate, in its sole discretion, that the Disposition is in compliance with the terms of this Agreement (and the Agent may rely conclusively on any such certificate, without further inquiry). The Agent will, at the request and expense of the Borrower, execute and deliver to the relevant Credit Party such financing change statements, releases, discharges, documents or other instruments as the Credit Party may reasonably require to effect the release of discharge of the Security over such Collateral, provided that the proceeds of any such Disposition shall continue to constitute part of the Collateral.

Section 9.13 Sharing of Payments by Lenders.

If any Lender, by exercising any right of set-off or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate principal amount outstanding to it under the Facilities and accrued interest thereon or other obligations hereunder greater than its rateable share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the Agent of such fact, and (b) purchase (for cash at face value) participations in the Facilities and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate principal amount outstanding to it under the Facilities and accrued interest thereon and other amounts owing them.

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against it rights of set-off and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation, to the extent no other Lender has the right to exercise any such rights as a result of or in respect of the participation acquired by such Lender.

Section 9.14 Liability of the Lenders inter se.

Each of the Lenders agrees with each of the other Lenders that, except as otherwise expressly provided in this Agreement, none of the Lenders has or shall have any duty or obligation, or shall in any way be liable, to any of the other Lenders in respect of the Credit Documents or any action taken or omitted to be taken in connection with them.

Section 9.15 Survival.

The provisions of this Article shall survive the termination of this Agreement and the repayment of the Facilities.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Amendments, etc.

- (1) Subject to Section 10.1(2) and Section 10.1(3), no amendment or waiver of any provision of any of the Credit Documents, nor consent to any departure by the Credit Parties or any other Person from such provisions, shall be effective unless in writing and approved by the Agent. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.
- (2) Without the prior written consent of each Lender, no amendment, waiver or consent shall:
 - (a) increase any Lender's Commitment;
 - (b) extend the scheduled final maturity of any Facility;
 - (c) reduce or forgive any principal amount of any Facility;
 - (d) reduce the stated rate of interest on any Facility, or any Fee;
 - (e) waive, reduce or postpone any scheduled repayment of principal of any Facility;
 - (f) change the number or percentage of Lenders, in each case, required for the Lenders, or any of them, or the Agent to take any action;
 - (g) amend the requirement of pro rata application of all amounts received by the Agent in respect of any Facility or the Obligations, or the requirement of pro rata sharing by the Lenders pursuant to Section 9.13;
 - (h) consent to the assignment or transfer by the Credit Parties of any of their rights and obligations under any Credit Document;
 - (i) release any of the guarantees of the Obligations provided by the Credit Parties or, except to the extent provided in Section 9.12(3), any of the Collateral;
 - (j) change the definition of Majority Lenders; or

- (k) amend this Section 10.1.
- (3) Only written amendments, waivers or consents signed by the Agent, in addition to all of the Lenders, shall affect the rights or duties of the Agent under the Credit Documents.

Section 10.2 Waiver.

- (1) No failure on the part of a Lender or the Agent to exercise, and no delay in exercising, any right under any of the Credit Documents shall operate as a waiver of such right; nor shall any single or partial exercise of any right under any of the Credit Documents preclude any other or further exercise of such right or the exercise of any other right.
- (2) Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the initial Advance and, notwithstanding such initial Advance or any investigation made by or on behalf of any party, shall continue in full force and effect. The closing of this transaction shall not prejudice any right of one party against any other party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 10.3 Additional Subsidiaries.

Additional Subsidiaries of any Corporate Credit Party may from time to time after the date of this Agreement become party by this Agreement by executing and delivering to the Agent a supplemental agreement (a “**Supplement**”) to this Agreement in substantially the form attached as Exhibit 3 to this Agreement. Effective from and after the date of the execution and delivery by any Subsidiary to the Agent of a Supplement, such Person shall be, and shall be deemed for all purposes to be, a Subsidiary and a Credit Party under this Agreement with the same force and effect, and subject to the same agreements, representations, guarantees, indemnities, liabilities and obligations, as if such Person were, effective as of such date, an original signatory to this Agreement as a Subsidiary and a Credit Party. The execution and delivery of a Supplement by any Person shall not require the consent of any other Credit Party and all of the obligations of each Credit Party under this Agreement shall remain in full force and effect notwithstanding the addition of any additional Subsidiary to this Agreement.

Section 10.4 Evidence of Debt.

The indebtedness of the Borrower under the Facilities shall be evidenced by the records of the Agent acting on behalf of the Lenders which shall constitute *prima facie* evidence of such indebtedness.

Section 10.5 Notices; Effectiveness; Electronic Communication.

- (1) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or email addressed:
 - (a) to the Borrower (which shall be deemed to constitute notice to all Credit Parties under the Credit Documents) at:

ACCEL Canada Holdings Limited

Livingston Place, South Tower
1400, 222 3rd Avenue SW
Calgary, Alberta T2P 0B4
Attention: Michael Williams
Telephone: (832) 980-5055
Email: mwilliams@accelenergy ltd.com

(b) to the Agent at:

Third Eye Capital Corporation
Brookfield Place, TD Canada Trust Tower
161 Bay Street, Suite 3930
Toronto ON M5J 2S1

Attention: Operations
Telephone: (416) 601-2270
Telecopier: (416) 981-3393
Email: ops@thirdeyecapital.com

- (2) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given on a Business Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through email shall be deemed to have been given when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 10.5(2).
- (3) Any party hereto may change its address, fax number or email address for notices and other communications hereunder by notice to the other parties hereto.

Section 10.6 Expenses; Indemnity; Damage Waiver.

- (1) The Borrower shall pay (a) all reasonable expenses incurred by the Secured Creditors, including the reasonable fees, charges and disbursements of counsel, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all expenses incurred by the Secured Creditors, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of their rights in connection with this Agreement and the other Credit Documents, including their rights under this Section 10.6, and the Advances hereunder, including all such expenses incurred during any workout, restructuring or negotiations in respect of such Advance; taxes; fees and other charges for registering, publishing or recording the Credit Documents; filing financing statements and continuations, and other actions to perfect, protect, register, signify, publish, render opposable and continue the Agent's Liens; sums paid or incurred to pay

any amount or take any action required of any Credit Party under the Credit Documents that the Credit Parties fail to pay or take; reasonable costs of appraisals, inspections, field examinations, and verifications of the Collateral (including, without limitation, a fee of \$1,000.00 per day per person, plus reasonable documented out-of-pocket expenses (including travel, meals and lodging) for each field examination of any Credit Party performed by personnel employed by the Agent, and (c) the fees and charges paid or incurred by the Agent (but, in any event, no less than a charge of \$1,000.00 per day per person, plus out-of-pocket expenses (including travel, meals and lodging) if it elects to employ the services of one or more third person to perform field examinations of any Credit Party, to establish electronic collateral reporting systems, to appraise Collateral, or any portion thereof, or to assess any Credit Party's business valuation; provided that, so long as no Event of Default shall have occurred and be continuing, the Credit Parties shall not be obligated to reimburse the Agent for more than (i) two (2) field examinations during any calendar year; reasonable costs and expenses of the Agent forwarding loan proceeds; collecting cheques and other items of payment, and establishing and maintaining bank accounts; reasonable costs and expenses of preserving and protecting all or any portion of the Collateral; any claims or liabilities whatsoever which may be incurred by any Secured Creditor, including lawyer's and paralegals fees, on a solicitor and his own client basis; and any costs incurred by such Secured Creditor relating to any violation or alleged violation of any Applicable Law by any of the Credit Parties, including Environmental Laws.

- (2) The Borrower shall indemnify the Agent (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any third party or by any Credit Party arising out of, in connection with, or as a result of:
- (a) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby;
 - (b) any Facility or the use or proposed use of the proceeds therefrom;
 - (c) the Acquisition or the funding of the Acquisition (including, without limitation, those incurred in connection with any litigation, arbitration or administrative proceedings concerning the Acquisition);
 - (d) the presence of Contaminants in, on, at, under or about, or the discharge or likely discharge of Contaminants from, any of the Leased Properties or any of the properties now or previously used or occupied by the Borrower, any of the Credit Parties, or the breach by or non-compliance with any Environmental Law by any mortgagor, owner or lessee of such properties, or any Environmental Liability related in any way to the Credit Parties; or

- (e) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by a Credit Party and regardless of whether any Indemnatee is a party thereto;

provided in each case that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee or (y) result from a claim brought by any Credit Party against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Credit Document, if the Credit Party has obtained a final and non-appealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Section 7.1, Section 7.2 or Section 10.6(1).

- (3) To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 10.6(1) or Section 10.6(2) to be paid by it to the Agent (or any sub-agent thereof), a Lender, or any Related Party of any of the foregoing, each Secured Creditor severally agrees to pay to the Agent (or any such sub-agent) or such Related Party, as the case may be, such Secured Creditor's Pro-Rata Share (determined with reference to Section 8.5(4) as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent (or any such sub-agent) or Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Agent (or any such sub-agent) in connection with such capacity.
- (4) To the fullest extent permitted by Applicable Law, neither the Borrower, any other Credit Party nor any Subsidiary of the Borrower or any other Credit Party shall assert, and hereby waives, any claim against any Indemnatee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof. No Indemnatee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby.
- (5) All amounts due under this Section 10.6 shall be payable promptly after demand therefor. A certificate of the Agent or a Lender setting forth the amount or amounts owing to the Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this Section 10.6, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be deemed to be prima facie evidence of such amount or amounts.

- (6) The provisions of this Section 10.6 shall survive the termination of this Agreement and the repayment of the Facilities. To the extent required by law to give full effect to the rights of the Indemnitees under this Section 10.6, the parties hereto agree and acknowledge that the Agent and Lender is acting as agent for its respective Related Parties and agrees to hold and enforce such rights on behalf of such Related Parties as they may direct. The Borrower acknowledges that neither its obligation to indemnify nor any actual indemnification by it of the Lenders, the Agent or any other Indemnitee in respect of such Person's losses for legal fees and expenses shall in any way affect the confidentiality or privilege relating to any information communicated by such Person to its counsel.

Section 10.7 Power of Attorney.

Each of the Credit Parties hereby irrevocably constitutes and appoints the Agent (and any officer or agent thereof) as its true and lawful attorney with power to, upon the occurrence of an Event of Default, in the place of the Credit Parties and in their names with full power of substitution, for the purpose of carrying out the terms of this Agreement and the other Credit Documents, to take any action and to execute documents and instruments which may be necessary or desirable to accomplish the purposes of such agreements. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, bankruptcy, dissolution, winding up, insolvency of the Credit Parties. This power of attorney extends to and is binding upon the Credit Parties' successors and permitted assigns. The Agent shall not be liable to the Credit Parties for any action taken by the Agent or its designee under such power of attorney, except to the extent that such action was taken by the Agent in bad faith or with gross negligence or wilful misconduct. This power of attorney shall terminate without further writing upon the payment in full of the Facilities and the Lenders having no further obligation hereunder.

Section 10.8 Successors and Assigns.

- (1) This Agreement shall become effective when executed by each Credit Party, the Agent and each Lender and after that time shall be binding upon and enure to the benefit of the Credit Parties, the Lenders and the Agent and their respective successors and permitted assigns.
- (2) No Credit Party shall have the right to assign its rights or obligations under this Agreement or any interest in this Agreement without the prior consent of all the Lenders, which consent may be arbitrarily withheld.
- (3) A Lender may grant participations in all or any part of its interest in any Facility (or either of them) to one or more Persons (each a "**Participant**"). A Lender may also with the prior written consent of the Agent, assign all or any part of its interest in any Facility to one or more Persons (each an "**Assignee**") without any requirement for notice to or consent of the Borrower or any other Person other than the Agent. The Lender granting a participation shall, unless otherwise expressly provided in this Agreement, act on behalf of all of its Participants in all dealings with the Borrower in respect of any Facility and no Participant shall have any voting or consent rights with respect to any matter requiring the Lenders' consent. In the case of an assignment, the Assignee shall have the

same rights and benefits and be subject to the same limitations under the Credit Documents as it would have if it was the Lender. The Borrower agrees that each Participant shall be entitled to the benefits of Section 7.1 and Section 7.2 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 10.8. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 8.4 and Section 10.6 as though it were a Lender, provided such Participant agrees to be subject to Section 9.5 as though it were a Lender.

- (4) The Borrower shall assist the Agent and any Lender to sell assignments or participations under this Section 10.8 in whatever manner reasonably necessary in order to enable or effect such assignment or participation including providing such certificates, acknowledgments and further assurances in respect of this Agreement and any Facility as such Lender may reasonably require in connection with any participation or assignment pursuant to this Section 10.8.
- (5) In the case of an assignment, the Lender shall deliver an assignment and assumption agreement substantially in the form of Exhibit 4 by which the Assignee assumes the obligations of the Lender and agrees to be bound by all the terms and conditions of this Agreement, all as if the Assignee had been an original party. Upon receipt by the Agent of the assignment and assumption agreement, the assigning Lender and the Borrower shall be released from their respective obligations under this Agreement (to the extent of such assignment and assumption) and shall have no liability or obligations to each other to such extent, except in respect of matters arising prior to the assignment.
- (6) Any Lender may at any time pledge or grant a security interest in all or a portion of its rights under this Agreement to secure obligations of such Lender provided that no such pledge or security shall release such Lender from any of its obligations hereunder or substitute any such pledge for such Lender as a party hereto.
- (7) Any assignment or grant of participation pursuant to this Section 10.8 will not constitute a repayment by the Borrower to the assigning or granting Lender of any Advance, nor a new Advance to the Borrower by the Lender or by the Assignee or Participant, as the case may be, and the parties acknowledge that the Borrower's obligations with respect to any such Advances will continue and will not constitute new obligations.

Section 10.9 Judgment Currency.

- (1) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due to a Lender in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, such Lender could purchase the Original Currency with the Other Currency on the Business Day preceding the day on which final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied.
- (2) The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lender under any of the Credit Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business

Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender, against any loss, and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

Section 10.10 Anti-Terrorism Laws.

- (1) If, upon the written request of any Lender, the Agent has ascertained the identity of the Credit Parties or any authorized signatories of the Credit Parties for purposes of Anti-Terrorism Laws, then the Agent:
 - (a) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Agent within the meaning of the applicable Anti-Terrorism Law; and
 - (b) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.
- (2) Notwithstanding and except as may otherwise be agreed in writing, each of the Lenders agrees that the Agent does not have any obligation to ascertain the identity of the Credit Parties or any authorized signatories of the Credit Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Credit Parties or any authorized signatory in doing so.

Section 10.11 Governing Law; Jurisdiction; Etc.

- (1) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.
- (2) Each of the Credit Parties irrevocably and unconditionally submit, for itself and its Assets, to the fullest extent permitted by Applicable Law, to the non-exclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against any Credit Party or its Assets in the courts of any jurisdiction.

- (3) The Borrower irrevocably consents to the service of any and all process in any such action or proceeding to the Borrower at the address provided for it in the execution pages of this Agreement. Nothing in this Section 10.11(3) limits the right of the Agent or any Lender to serve process in any other manner permitted by Applicable Law.
- (4) The Credit Parties irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in Section 10.11(2). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 10.12 Waiver of Jury Trial.

Each party hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or any other Credit Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other Person has represented, expressly or otherwise, that such other Person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Credit Documents by, among other things, the mutual waivers and certifications in this Section.

Section 10.13 Counterparts; Integration; Effectiveness; Electronic Execution.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Credit Documents and any separate letter agreements with respect to fees payable to the Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.14 Treatment of Certain Information; Confidentiality.

- (1) Each of the Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, managers, administrators, trustees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this

Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.14 to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its partners, directors, officers, employees, managers, administrators, trustees, agents, advisors or other representatives) to any swap, derivative, credit-linked note or similar transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent or Credit Party.

- (2) For purposes of this Section, “**Information**” means all information received in connection with this Agreement from any of the Credit Parties or any of their respective Subsidiaries relating to any of the Credit Parties or any of their respective Subsidiaries or any of their respective businesses, other than any such information that is available to the Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section 10.14 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers.
- (3) The Agent agrees that (a) it will not utilize, or disclose to, share with, provide access to or otherwise make any other Person (other than its Affiliates and its and its Affiliates’ respective partners, directors, officers, employees, managers, administrators, trustees, agents, advisors and representatives for the purposes of performing its obligations and exercising its rights under the Credit Documents) aware of the existence of, any decryption tools and keys deposited with the Agent, unless and until an Event of Default has occurred and is continuing, (b) it will exercise the same degree of care to prevent the unauthorized use, access or release of such decryption tools and keys as it would accord to its confidential and proprietary information and property, (c) it will not produce copies, extracts or other reproductions of such decryption tools and keys, and (d) upon the full and indefeasible payment and performance of the Obligations and the Agent and the Lenders having no obligations under any Credit Document, at the Borrower’s election, the Agent shall return or destroy such decryption tools and keys, such destruction to be certified in writing to the Borrower upon request by the Borrower.

Section 10.15 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 10.16 Time of the Essence.

Time is of the essence of this Agreement.

Section 10.17 USA PATRIOT Act.

Each Lender that is subject to the requirements of the *USA PATRIOT Act* hereby notifies the Borrower that, pursuant to the requirements of the *USA PATRIOT Act*, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the *USA PATRIOT Act*.

Section 10.18 No Fiduciary Duty.

The Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this Section 10.18, the “**Lenders**”), may have economic interests that conflict with those of the Credit Parties, their shareholders and their Affiliates. The Credit Parties agree that nothing in the Credit Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Credit Parties, its shareholders or its Affiliates, on the other hand. The Credit Parties acknowledge and agree that (a) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other hand, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favour of the Credit Parties, its shareholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Credit Parties, its shareholders or its Affiliates on other matters) or any other obligation to the Credit Parties except the obligations expressly set forth in the Credit Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of the Credit Parties, its management, shareholders, creditors or any other person. The Credit Parties acknowledge and agree that the Credit Parties have consulted their own legal and financial advisors to the extent they deemed appropriate and that they are responsible for making their own independent judgment with respect to such transactions and the process leading thereto. The Credit Parties agree that they will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Credit Parties, in connection with such transactions or the process leading thereto.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties have executed this Credit Agreement.

**ACCEL CANADA HOLDINGS
LIMITED, as Borrower**

By:  _____
Name: Michael Williams
Title: Director

By: _____
Name: _____
Title: _____

**ACCEL ENERGY LIMITED,
as a Guarantor**

By:  _____
Name: Michael Williams
Title: Director

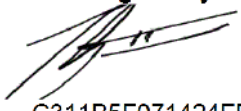
By: _____
Name: _____
Title: _____

**ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor**

By:  _____
Name: Michael Williams
Title: Director

By: _____
Name: _____
Title: _____

[Signature Page of Corporate Credit Parties]

DocuSigned by:

C311B5F071424FE...

Witness

MICHAEL WILLIAMS, as a Guarantor

Witness

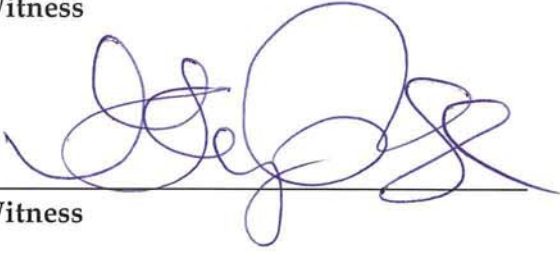
WAYNE CHODZICKI, as a Guarantor

Witness

JONATHAN SCHROEDER, as a
Guarantor

[Signature Page of Individual Guarantors]

Witness



Witness

MICHAEL WILLIAMS, as a Guarantor



WAYNE CHODZICKI, as a Guarantor

Witness

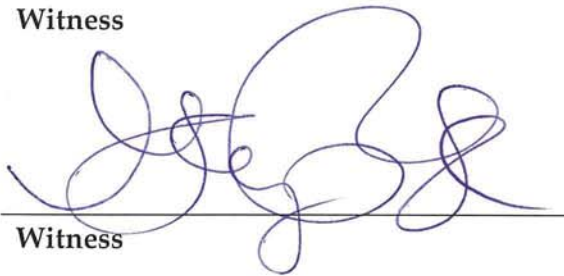
JONATHAN SCHROEDER, as a
Guarantor

[Signature Page of Individual Guarantors]

Witness

MICHAEL WILLIAMS, as a Guarantor

Witness

A handwritten signature in blue ink, consisting of several loops and flourishes, written over a horizontal line.

Witness

WAYNE CHODZICKI, as a Guarantor

A handwritten signature in blue ink, featuring a large initial 'W' and a trailing flourish, written over a horizontal line.

JONATHAN SCHROEDER, as a
Guarantor

[Signature Page of Individual Guarantors]

Revolving Commitment: \$34,285,714.29
Term Loan A Commitment: \$15,000,000
Term Loan B Commitment: \$10,714,285.71

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by
its general partner, MBI/TEC PRIVATE
DEBT GP INC., as a Lender

By: _____

Name: Arif N. Bhalwani

Title: President / CEO

Revolving Commitment: \$14,285,714.29
Term Loan A Commitment: \$6,250,000
Term Loan B Commitment: \$4,464,285.71

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as
a Lender

By: _____

Name: Arif N. Bhalwani

Title: Portfolio Manager

Revolving Commitment: \$31,428,571.43
Term Loan A Commitment: \$13,750,000
Term Loan B Commitment: \$9,821,428.57

SPROTT-TEC PRIVATE CREDIT FUND
by its Manager SPR & CO LP, by its
general partner, 2573322 ONTARIO INC.,
as a Lender

By: _____

Name:

Title:

[Signature Page of Lenders]

Revolving Commitment: \$34,285,714.29
Term Loan A Commitment: \$15,000,000
Term Loan B Commitment: \$10,714,285.71

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by
its general partner, MBI/TEC PRIVATE
DEBT GP INC., as a Lender

By:

Name: Arif N. Bhalwani
Title: President / CEO

Revolving Commitment: \$14,285,714.29
Term Loan A Commitment: \$6,250,000
Term Loan B Commitment: \$4,464,285.71

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as
a Lender

By:

Name: Arif N. Bhalwani
Title: Portfolio Manager

Revolving Commitment: \$31,428,571.43
Term Loan A Commitment: \$13,750,000
Term Loan B Commitment: \$9,821,428.57

SPROTT-TEC PRIVATE CREDIT FUND
by its Manager SPR & CO LP, by its
general partner, 2573322 ONTARIO INC.,
as a Lender

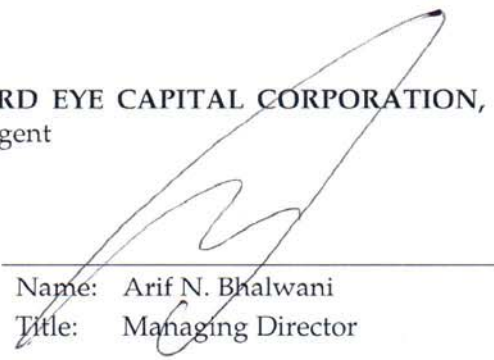
By:

Name: Kirstin McTaggart
Title: Chief Compliance Officer

[Signature Page of Lenders]

THIRD EYE CAPITAL CORPORATION,
as Agent

By:



Name: Arif N. Bhalwani
Title: Managing Director

[Signature Page of Agent]

Schedule 5.1(a)
Jurisdictions of Incorporation

See Schedule 5.1(hh)

Schedule 5.1(k)
Owned Properties and Leased Properties

See Attached - Mineral Property Report of Pengrowth Energy Corporation dated August 22, 2017 (the “**Mineral Property Report**”).

There are no additional Owned Properties or Leased Properties aside from those set out in the Mineral Property Report.

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Gross	Net	DOI Partner(s)	*	*	
Mineral Int	Operator / Payor						
M16790	PNG	CR	Eff: Jul 27, 2000	640.000	C05760	A No	WI
Sub: A	WI		Exp: Jul 26, 2005	640.000	PENGROWTH		51.20025600
DIVPEND	0500070514		Ext: 15	327.682	INPLAY OIL CORP		16.66650000
	PENGROWTH				CRESCENT PTSHIP		15.46674400
100.00000000	HARVEST				HARVEST		16.66650000
				Total Rental:	896.00		
	Status		Dev:	Acres	Net	Acres	Net
	Developed			640.000	327.682	0.000	0.000
				Undev:			
				Royalty / Encumbrances			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:		Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to:		PAIDTO	(R)	Paid by:		WI	(C)
MFPA		100.00000000		PENGROWTH		51.20025600	
				INPLAY OIL CORP		16.66650000	
				CRESCENT PTSHIP		15.46674400	
				HARVEST		16.66650000	
Related Contracts							
				AD00779 A	P&S	Jan 12, 2009	
				C05760 A	FO	Mar 17, 2005	

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number		Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status		Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor			Net	DoI Partner(s)	*	
(cont'd)							
M05216	A	Status Developed	Dev:	Acres 1,440.000	Net 1,440.000	Undev:	Acres 0.000
				(TR 1 BEAVERHILL LAKE UNIT NO. 1) PET IN BEAVERHILL_LAKE_A			
				----- Related Contracts -----			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
				U00081 UNIT Dec 27, 1962			
				U00081 A UNIT Dec 27, 1962			
				----- Related Contracts -----			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
				U00081 UNIT Dec 27, 1962			
				U00081 A UNIT Dec 27, 1962			
M05216	B	PET	CR	Eff: Nov 19, 1963	WI	Area : CARSON CREEK	UNIT
Sub: DIVPEND	WI	Exp: Nov 18, 1982	PENGROWTH	1,440.000	100.000000000	TWP 060 RGE 12 W5M NW 26, 35,	95.24413000
	8	Ext: 15	EMERALD LAKE	1,440.000		SW 36	4.75587000
	PENGROWTH	Count Acreage =	No	Total Rental:	0.00	TWP 061 RGE 12 W5M NW&S 3	
				PENGROWTH PET IN BEAVERHILL_LAKE			
				EXCL PET IN BEAVERHILL_LAKE_A			
				----- Related Contracts -----			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
				U00081 UNIT Dec 27, 1962			
				U00081 A UNIT Dec 27, 1962			
				----- Related Contracts -----			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
				U00081 UNIT Dec 27, 1962			
				U00081 A UNIT Dec 27, 1962			

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
		LESSOR OVERRIDING ROYALTY	OIL	Y	N	100.000000000	% of PROD	
		Roy Percent:						
		Deduction:	STANDARD					
M05216	B	Gas: Royalty:		Min Pay:			Prod/Sales:	
		S/S OIL: Min:	Max:	Div:			Prod/Sales:	
		Other Percent:		Min:			Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)			
		MFPA	100.000000000	PENGROWTH		100.000000000		
M05183	PNG	CR	Eff: Mar 19, 1975	800.000	C02500	B Yes	UNIT	Area : CARSON CREEK
Sub: A	WI	Exp: Mar 18, 1985	800.000	PENGROWTH	100.000000000		95.24413000	TWP 060 RGE 12 W5M NW 27, NE
DIVPEND	38401	Ext: 15	800.000	EMERALD LAKE			4.75587000	28, S 33, SW 34
	PENGROWTH							(TR 2 CARSON CREEK BEAVERHILL
100.000000000	PENGROWTH			Total Rental: 1120.00				LAKE UNIT NO. 1)
								PNG IN BEAVERHILL_LAKE_A
Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
			800.000	800.000		0.000	0.000	-----
Royalty / Encumbrances								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD			
								AD00223 A P&S Sep 18, 2006
								AD00224 A P&S Sep 18, 2006
								AD02081 A P&S Sep 29, 2016
								C02500 B JOA Oct 06, 1954
								U00081 UNIT Dec 27, 1962
								U00081 B UNIT Dec 27, 1962
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:	
S/S OIL: Min:		Div:					Prod/Sales:	
Other Percent:		Min:					Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	WI	(C)		
		MFPA	100.000000000	PENGROWTH		100.000000000		

ADXXXXXXX

Universal Property Report

[illegible]

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
M05183								
Sub: C	Status	Undeveloped	Dev:	Acres	0.000	Net	Acres	Net
					0.000	Undev:	800.000	0.000
Royalty / Encumbrances								
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD			
Roy Percent:								
Deduction:		STANDARD						
Gas: Royalty:		Min Pay:			Prod/Sales:			
S/S OIL: Min:		Max:			Prod/Sales:			
Other Percent:		Min:			Prod/Sales:			
Paid to:		PAIDTO	(R)	WI	(M)			
MFFA		100.00000000		PEMBINA NGL	50.00000000			
				TAQA NORTH	50.00000000			
Area : CARSON CREEK								
TWP 60 RGE 12 W5M NE 27, N 33,								
N & SE 34								
PET IN BEAVERHILL_LAKE								
M05211	PNG	CR	Eff:	Oct 10, 1961	1,120.000	WI		
Sub: F	WI	Exp:	Oct 09, 1982	PENGROWTH	1,120.000	100.00000000		
DIVPEND	756	Ext:	15	1,120.000				
PENGROWTH		Total Rental:		0.00				
PENGROWTH		Count Acreage =	No					
Status		Undeveloped	Dev:	Acres	0.000	Net	Acres	Net
						0.000	Undev:	1,120.000
Royalty / Encumbrances								

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05211	F	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD	
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	WI (M)		
		MFPA	100.000000000	PENGROWTH		100.000000000	
M17374	PNG	IOGC	Eff: Oct 19, 2010	B Yes		APO	Area : CARSON CREEK
Sub: A	WI		Exp: Oct 18, 2013	PENGROWTH	100.000000000	BPO	TWP 060 RGE 12 W5M 31
DIV/PEND	OL-6363		Ext: HBPIOGC	ALEXIS BAND			90.000000000
	PENGROWTH		Ext: May 31, 2022				10.000000000
100.000000000	PENGROWTH						
				Total Rental:	1280.00		
		Status	Acres	Net	Acres	Net	
		Developed	640.000	640.000	0.000	0.000	
		Dev:		Undev:			
				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C05801 B	OVERRIDING ROYALTY	ALL	N	Y	20.000000000 % of PROD		
	Roy Percent:	10.000000000					
	Deduction:	UNKNOWN					
	Gas: Royalty:		Min Pay:		Prod/Sales:		
	S/S OIL: Min:	Max:	Div:		Prod/Sales:		
	Other Percent:		Min:		Prod/Sales:		
	Paid to:	PAIDTO (R)	Paid by:	BPO (C)			
----- Related Contracts -----							
			C05801 B	JVA	FO	Sep 01, 2009	
			C05860 A			May 25, 2010(l)	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M17374	A	ALEXIS BAND	100.000000000	PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
NOT GREATER THAN 50% OF MARKET PRICE							
CAP ON DEDUCTIONS - Aug 29, 2012							
YES							
NOT GREATER THAN 50% OF MARKET PRICE							
Royalty Type							
LESSOR OVERRIDING ROYALTY			Product Type	Sliding Scale	Convertible	% of Prod/Sales	
			ALL	Y	N	100.00000000	% of PROD
Roy Percent:							
STANDARD							
Deduction:							
Gas: Royalty:							
S/S OIL: Min:			10.00000000	Max:		Prod/Sales:	
Other Percent:							
Min:							
Min Pay:							
Div:							
Prod/Sales:							
Paid to: PAIDTO (R)							
REC GEN IND			100.000000000	Paid by: PAIDBY (R)		100.000000000	
PENGROWTH							
GENERAL REMARKS - Aug 29, 2012							
1.0 TIMES THE PREVAILING PROVINCE OF ALBERTA CROWN ROYALTY RATE BUT NOT LESS THAN 10%							
CAP ON DEDUCTIONS - Aug 29, 2012							
NO							
NO DEDUCTIONS FOR TREATING PROCESSING AND TRANSPORTATION							
AUTHORIZED DEDUCTIONS FOR GATHERING, DEHYDRATING, PROCESSING AND COMPRESSING							
OF THE LESSOR'S SHARE OF GAS. MUST BE CALCULATED IN ACCORDANCE WITH THE							
ROYALTY REPORTING GUIDELINES USING CAPITAL BASED GCA METHODOLOGY AND 10%							
FOR THE OPERATING ALLOWANCE CALCULATION.							
M05200	PNG	CR	Eff: Jun 04, 1956	160.000		WI	Area : CARSON CREEK

ADXXXXXXX

(cont'd)

Royalty / Encumbrances

Report Date: Aug 22, 2017
Page Number: 9

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05200	A	Paid to: ABEN	LESSOR (M)		Paid by: PENGROWTH	WI (M)	100.000000000 100.000000000
--------	---	------------------	------------	--	-----------------------	--------	--------------------------------

M05200	PNG	CR	Eff: Jun 04, 1956	160.000		WI	UNIT Area : CARSON CREEK
Sub: B	WI		Exp: Jun 03, 1977	160.000	PENGROWTH	100.000000000	95.24413000 TWP 060 RGE 12 W5M NW 36
DIVPEND	105075		Ext: 15	160.000	EMERALD LAKE		4.75587000 (TR 3 BEAVERHILL LAKE UNIT NO. 1)
100.000000000	PENGROWTH						
100.000000000	PENGROWTH						PNG IN BEAVERHILL_LAKE_A

Total Rental: 224.00

Status	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
Developed		160.000	160.000		0.000	0.000	C02502 A ORR Jun 25, 1958 U00081 UNIT Dec 27, 1962 U00081 C UNIT Dec 27, 1962

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02502 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000 % of PROD

Roy Percent: 2.00000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)	Paid by: WI (C)
PANORA CON	PENGROWTH
SUPERSTEIN L	100.000000000
50.000000000	

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05200	B	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH	(M) 100.000000000		
M05200	PNG	CR	160.000	C06032 A No	WI		Area : CARSON CREEK
Sub: C	REF	Exp: Jun 03, 1977	160.000	PENGROWTH			TWP 060 RGE 12 W5M NW 36
DIV/PEND	105075	Ext: 15	0.000	LONG RUN EXP	*	100.000000000	PNG TO TOP BEAVERHILL_LAKE
	PEMBINA NGL						
100.000000000	PENGROWTH	Count Acreage = No	Total Rental: 0.00				----- Related Contracts ----- C06032 A TRUST Aug 14, 2000
Status	Undeveloped	Dev:	Acres	Net	Acres	Net	
			0.000	0.000	160.000	0.000	
				Undev:			
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:			Prod/Sales:		
S/S OIL: Min:		Div:			Prod/Sales:		
Other Percent:		Min:			Prod/Sales:		
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH LONG RUN EXP	(C) 100.000000000				

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M19743 D _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type Sliding Scale Convertible % of Prod/Sales
Y N 100.000000000 % of
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max: Min Pay:
Other Percent: Prod/Sales:
Div: Prod/Sales:
Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (C)
ABEN 100.000000000 DELEK 100.000000000
PENGROWTH

M05207 PNG CR Eff: Oct 10, 1961 320.000 C02584 A No WI
Sub: A ORR Exp: Oct 09, 1982 320.000 COMPOUND ENE 10.000000000
DIVPEND 126245 Ext: 15 0.000 RAZOR ENERGY CO 80.000000000
RAZOR ENERGY CO PETRO VKG BKRPT 10.000000000
100.000000000 Count Acreage = No

Area : CARSON CREEK
TWP 061 RGE 11 W5M W 7
PNG TO BASE PEKISKO

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02584 A FO&OP Dec 01, 1994

Total Rental: 448.00

Status Developed Dev: 320.000 Net 0.000 Undev: 0.000 Acres Net
Acres 320.000 0.000 0.000

Royalty / Encumbrances
<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C02584 A GROSS OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD
Roy Percent:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05207	A	Deduction: YES					
		Gas: Royalty: 15.000000000		Min Pay:			Prod/Sales:
		S/S OIL: Min: 5.000000000	Max: 15.000000000	Div: 23.83650			Prod/Sales:
		Other Percent: 15.000000000		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI (C)			
		PENGROWTH	100.000000000	COMPOUND ENE		10.000000000	
				RAZOR ENERGY CO		80.000000000	
				PETRO VKG BKRPT		10.000000000	

ALLOWABLE DEDUCTIONS - Dec 01, 1994

WITH RESPECT TO OIL, A PROPORTIONATE SHARE OF THE ACTUAL COSTS OF TRANSPORTATION. WITH RESPECT TO OTHER SUBSTANCES, COST OF TRANSPORTATION, GATHERING, COMPRESSING, TREATING AND PROCESSING.

CAP ON DEDUCTIONS - Dec 01, 1994

SHALL NOT EXCEED 40%, PROVIDED HOWEVER, IN THE EVENT THE ACTUAL TRANSPORTATION, GATHERING COSTS DOES EXCEED 40% OF THE SALES VALUE THEN THE NET PROCEEDS OF SALE PAYABLE BY THE FARMEE TO THE FARMOR FOR THE FARMOR'S ROYALTY SHARE OF PETROLEUM SUBSTANCES SHALL BE REDUCED BY FIFTY PERCENT OF THOSE COSTS THAT EXCEED 40% OF SALES VALUE.

Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (C)					

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	
Lease Description / Rights Held						
(cont'd)						
M05207	A	ABEN	100.000000000	COMPOUND ENE RAZOR ENERGY CO PETRO VKG BKRPT		10.000000000 80.000000000 10.000000000
M05207	PNG	CR	320.000			WI
Sub: B	WI		320.000	PENGROWTH		100.000000000
DIVPEND	126245		320.000			
	PENGROWTH			Total Rental:	0.00	
100.000000000	PENGROWTH	Count Acreage =	No			
						Area : CARSON CREEK
						TWP 061 RGE 11 W5M W 7
						PNG BELOW BASE PEKISKO TO TOP
						BEAVERHILL_LAKE;
						PET IN BEAVERHILL_LAKE
						EXCL PET IN BEAVERHILL_LAKE_A
						EXCL PET IN BEAVERHILL_LAKE_B
----- Related Contracts -----						
					AD00223 A	P&S Sep 18, 2006
					AD00224 A	P&S Sep 18, 2006

Royalty Type			Royalty / Encumbrances			
LESSOR OVERRIDING ROYALTY			Product Type	Sliding Scale	Convertible	% of Prod/Sales
			ALL	Y	N	% of PROD
Roy Percent:						
Deduction:			STANDARD			
Gas: Royalty:			Min Pay:			
S/S OIL: Min:			Div:			
Other Percent:			Min:			
Paid to:			Paid by:			
ABEN			PENGROWTH			
			(M)			
			100.000000000			
			100.000000000			

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05172	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD
	Roy Percent:						
	Deduction:		STANDARD				
	Gas: Royalty:			Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:		LESSOR (M)	Paid by:	WI	(M)	
	ABEN		100.000000000	PENGROWTH		100.000000000	
M05172	PET	CR	Eff: Jan 23, 1963	1,280.000		WI	UNIT Area : CARSON CREEK
Sub: E	WI		Exp: Jan 22, 1983	1,280.000	PENGROWTH	100.000000000	95.24413000 TWP 061 RGE 11 W5M N 18, S 19
DIV/PEND	7		Ext: 15	1,280.000	EMERALD LAKE		(TR 1 BEAVERHILL LAKE UNIT NO. 1)
PENGROWTH							
100.000000000				Total Rental:	1792.00		TWP 061 RGE 12 W5M SE 1, NE 13, E 24
Status		Developed	Dev:	Acres	Net	Acres	Net
				1,280.000	1,280.000	0.000	0.000
				Undev:			
							(TR 1 BEAVERHILL LAKE UNIT NO. 1)
							PET IN BEAVERHILL_LAKE_B
----- Related Contracts -----							
		AD00223 A	P&S	Sep 18, 2006			
		AD00224 A	P&S	Sep 18, 2006			
		U00081	UNIT	Dec 27, 1962			
		U00081 A	UNIT	Dec 27, 1962			
Royalty / Encumbrances							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD	
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:			Min Pay:				Prod/Sales:
S/S OIL: Min:			Div:				Prod/Sales:
Other Percent:			Min:				Prod/Sales:
Paid to:		LESSOR (M)	Paid by:	WI	(M)		

(cont'd)

Related Contracts	
AD00223 A	P&S Sep 18, 2006
AD00224 A	P&S Sep 18, 2006
C02584 A	FO&OP Dec 01, 1994

ALLOWABLE DEDUCTIONS - Dec 01, 1994
WITH RESPECT TO OIL, A PROPORTIONATE SHARE OF THE ACTUAL COSTS OF TRANSPORTATION. WITH RESPECT TO OTHER SUBSTANCES, COST OF TRANSPORTATION.

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

E M05207 GATHERING, COMPRESSING, TREATING AND PROCESSING.

CAP ON DEDUCTIONS - Dec 01, 1994

SHALL NOT EXCEED 40%, PROVIDED HOWEVER, IN THE EVENT THE ACTUAL TRANSPORTATION, GATHERING COSTS DOES EXCEED 40% OF THE SALES VALUE THEN THE NET PROCEEDS OF SALE PAYABLE BY THE FARMEE TO THE FARMOR FOR THE FARMOR'S ROYALTY SHARE OF PETROLEUM SUBSTANCES SHALL BE REDUCED BY FIFTY PERCENT OF THOSE COSTS THAT EXCEED 40% OF SALES VALUE.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	LESSOR	Paid by:	WI	(C)
ABEN		COMPOUND ENE		10.00000000
		RAZOR ENERGY CO		80.00000000
		PETRO VKG BKRPT		10.00000000

[illegible]

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	DoI Partner(s)	*	* Lease Description / Rights Held
(cont'd)						
M05207	F	Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales % of PROD
		Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min:	STANDARD			
		Other Percent:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:
		Paid to: LESSOR (M) ABEN	100.00000000	Paid by: PAIDBY PENGROWTH	(R) 100.00000000	
M05216	PET	CR	Eff: Nov 19, 1963			UNIT
Sub: E	WI	Exp: Nov 18, 1982	320.000	PENGROWTH	100.00000000	Area : CARSON CREEK TWP 061 RGE 11 W5M N 19
DIVPEND	8	Ext: 15	320.000	EMERALD LAKE		(TR 1 BEAVERHILL LAKE UNIT NO. 1)
100.00000000	PENGROWTH		Total Rental: 448.00			PET IN BEAVERHILL_LAKE_B
	Status Developed	Dev:	Acres 320.000	Net 320.000	Undev: 0.000	Related Contracts AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006 U00081 UNIT Dec 27, 1962 U00081 A UNIT Dec 27, 1962
	Royalty Type LESSOR OVERRIDING ROYALTY	Product Type OIL	Sliding Scale Y	Convertible N	% of Prod/Sales % of PROD	
	Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min:	STANDARD				
	Other Percent:	Max:	Min Pay: Div: Min:			Prod/Sales: Prod/Sales: Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: PAIDBY (R)			

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05216	E	MFPA	100.000000000	PENGROWTH		100.000000000	
M05216	PET	CR	320.000			WI	Area : CARSON CREEK
Sub: G	WI	Eff: Nov 19, 1963	320.000	PENGROWTH		100.000000000	TWP 061 RGE 11 W5M N 19
DIV/PEND	8	Exp: Nov 18, 1982	320.000	EMERALD LAKE			PET IN BEAVERHILL_LAKE
	PENGROWTH	Ext: 15	320.000				EXCL PET IN BEAVERHILL_LAKE_B
100.000000000	PENGROWTH	Count Acreage = No		Total Rental: 0.00			
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
			0.000	0.000		320.000	320.000
----- Related Contracts -----							
						AD00223 A	P&S Sep 18, 2006
						AD00224 A	P&S Sep 18, 2006
						U00081	UNIT Dec 27, 1962
						U00081 A	UNIT Dec 27, 1962

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	OIL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
MFPA	100.000000000	PENGROWTH		100.000000000

M05185	PNG	CR	2,560.000			WI	Area : CARSON CREEK
Sub: A	WI	Eff: Apr 02, 1959	2,560.000	PENGROWTH		100.000000000	TWP 61 RGE 11 W5M N 30
DIV/PEND	116439	Exp: Apr 01, 1980	2,560.000				TWP 61 RGE 12 W5M N 25, SEC
	PENGROWTH	Ext: 15	2,560.000				35, 36
100.000000000	PENGROWTH	Count Acreage = No		Total Rental: 3584.00			TWP 62 RGE 12 W5M 2
							PNG TO TOP BEAVERHILL_LAKE

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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File Number					
Lse Type		Lessor Type			
Int Type / Lse No/Name		Exposure		Oper.Cont.	
Operator / Payor		Gross		ROFR	
Mineral Int		Net		Doi Partner(s)	
		*		DOI Code	
Lease Description / Rights Held					
(cont'd)					
M05185					
Sub:	A	Status	Undeveloped	Dev:	
		Acres	0.000	Net	0.000
		Undev:	2,560.000	Acres	2,560.000
		Related Contracts			
		AD00223 A	P&S	Sep 18, 2006	
		AD00224 A	P&S	Sep 18, 2006	
Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:	Min Pay:				
S/S OIL: Min:	Div:				
Other Percent:	Min:				
Paid to:	DEPOSITOR(M)	Paid by:	WI	(M)	
MFPA	100.000000000	PENGROWTH	PENGROWTH	100.000000000	
M05185	PNG	CR	Eff:	Apr 02, 1959	Bypass
Sub:	P	WI	Exp:	Apr 01, 1980	PENGROWTH
DIVPEND	116439	Ext:	15	Total Rental:	0.00
PENGROWTH					
100.000000000					
Status	Developed	Dev:	320.000	Net	320.000
		Acres	320.000	Undev:	0.000
		Related Contracts			
		AD00223 A	P&S	Sep 18, 2006	
		AD00224 A	P&S	Sep 18, 2006	
		C02653 A	NPI	Sep 18, 2006	
		U00080	UNIT	Jan 01, 1965	
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05185 P ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			100.00000000 % of PROD
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:		Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to:	DEPOSITOF(M)	Paid by:	TRACT (C)
MFPA	100.00000000	PENGROWTH	100.00000000

M05185	PNG	CR	Eff: Apr 02, 1959	640.000	C05778	A	No	WI	Area : CARSON CREEK
Sub: C	WI		Exp: Apr 01, 1980	640.000	PENGROWTH			35.00000000	TWP 061 RGE 11 W5M 31
DIV/PEND	116439		Ext: 15	224.000	APACHE			65.00000000	PNG IN DETRITAL_SAND
100.00000000	PENGROWTH		Count Acreage =	No	Total Rental:	0.00			
									----- Related Contracts -----
									AD00223 A P&S Sep 18, 2006
									AD00224 A P&S Sep 18, 2006
									C02653 B NPI Sep 18, 2006
									C05660 A RJOA Oct 03, 2008 (I)
									C05778 A JOA Oct 03, 2007

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 B	NET PROFITS INTEREST	OIL	N	N	35.00000000	% of PROD	
	Roy Percent:	10.00000000					
	Deduction:	YES					
	Gas: Royalty:			Min Pay:		Prod/Sales:	
	S/S OIL: Min:			Div:		Prod/Sales:	
	Other Percent:			Min:		Prod/Sales:	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

M05185 C ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
 NO
 SEE ARTICLE 10

Royalty Type		Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Other Percent:				
Paid to: MFPA		Min Pay: Div: Min:		
DEPOSIT OF (M)		Prod/Sales: Prod/Sales: Prod/Sales:		
100.00000000		Paid by: WI PENGROWTH APACHE		
		(C) 35.00000000 65.00000000		

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

CS EXPLORER Version: 11.0.4

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	C05773 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD
		Roy Percent: 1.00000000					
		Deduction: UNKNOWN					
	E	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:	
		S/S OIL: Min:		Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: PAIDTO (R)	Paid by: PAIDBY (R)				
		PEMBER LOIS	PENGROWTH			100.00000000	
		DEDUCTIONS - Aug 29, 2012					
		50.0000					
		EQUIVALENT TO CROWN					
		KIND - Aug 29, 2012					
		YES					
		NO PROVISIONS FOR TAKING IN KIND					
		ROFR - Aug 29, 2012					
		NO					

Royalty / Encumbrances

C05774 A	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD
		Roy Percent: 1.00000000					
		Deduction: UNKNOWN					
		Gas: Royalty:	Max:	Min Pay:		Prod/Sales:	
		S/S OIL: Min:		Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: ROYALTY (C)	Paid by: ROYPAYBY (C)				
		CALLER	PENGROWTH			100.00000000	

Millennial Property Report

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
M05185	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD
	Roy Percent:						
	Deduction:		STANDARD				
	Gas: Royalty:			Min Pay:			Prod/Sales:
	S/S OIL: Min:		Max:	Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:		DEPOSITOR(M)	Paid by:	WI	(M)	
	MFPA		100.00000000	PENGROWTH		100.00000000	
M05185	PNG	CR	320.000	U00080	E Bypass	TRACT	Area : CARSON CREEK
Sub: Q	WI	Eff: Apr 02, 1959	320.000	PENGROWTH		100.000000000	TWP 061 RGE 11 W5M S 31
DIVPEND	116439	Exp: Apr 01, 1980	320.000		Total Rental:	0.00	(TR E - NORTH BEAVERHILL LAKE
	PENGROWTH	Ext: 15					UNIT NO. 1)
100.00000000	PENGROWTH						PNG IN BEAVERHILL_LAKE
	Status		Acres	Net	Acres	Net	(UNITIZED)
	Developed	Dev:	320.000	320.000	Undev:	0.000	
			Royalty / Encumbrances			----- Related Contracts -----	
							AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							C02653 A NPI Sep 18, 2006
							U00080 UNIT Jan 01, 1965
							U00080 E UNIT Jan 01, 1965
<Linked>	Royalty Type						
C02653 A	NET PROFITS INTEREST		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
			OIL	N	N	89.11276800	% of PROD
	Roy Percent:	10.00000000					
	Deduction:	YES					
	Gas: Royalty:		Min Pay:				Prod/Sales:
	S/S OIL: Min:		Max:	Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI	(C)	

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	Q	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)							
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)							
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)							
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.							
DEDUCTIONS - Aug 29, 2012							
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.							
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.							
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.							
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.							
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.							

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05185							
		Q	STANDARD				
			Max:	Min Pay:	Prod/Sales:		
				Div:	Prod/Sales:		
				Min:	Prod/Sales:		
			Paid to: DEPOSITOF(M)		Paid by: TRACT	(C)	
			MFPA	PENGROWTH			100.000000000
M05185							
		CR	320.000	U00080	F Bypass	TRACT	Area : CARSON CREEK
		WI	320.000	PENGROWTH		100.000000000	TWP 061 RGE 11 W5M N 31
		116439	320.000				(TR F - NORTH BEAVERHILL LAKE
		PENGROWTH		Total Rental:	0.00		UNIT NO.1)
		PENGROWTH					PNG IN BEAVERHILL_LAKE
			Acres	Net	Acres	Net	(UNITIZED)
		Dev:	320.000	320.000	Undev:	0.000	0.000
Status							
Developed							
				Royalty / Encumbrances			
<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C02653 A		NET PROFITS INTEREST	OIL	N	N	89.11276800	% of PROD
		Roy Percent:	10.000000000				
		Deduction:	YES				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO	(R)	Paid by: WI	(C)		
		EXXONMOBIL ENER	100.000000000	PENGROWTH			100.000000000
----- Related Contracts -----							
		AD00223 A	P&S				Sep 18, 2006
		AD00224 A	P&S				Sep 18, 2006
		C02653 A	NPI				Sep 18, 2006
		U00080	UNIT				Jan 01, 1965
		U00080 F	UNIT				Jan 01, 1965

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	R	GENERAL REMARKS - Aug 29, 2012 - NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT) - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS) - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3) - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.					
		DEDUCTIONS - Aug 29, 2012 SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS. NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.					

TAKEOVER - Aug 29, 2012 NO							
SURRENDER - Aug 29, 2012 NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012 NO							
SEE ARTICLE 10							

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M05185 R Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: DEPOSITOF(M) Paid by: TRACT (C)
MFPA 100.000000000 PENGROWTH 100.000000000

M05190 PNG CR Eff: May 02, 1961 640.000 C02629 A Yes WI
Sub: A ORR Exp: May 01, 1982 640.000 TAQA 100.000000000
DIVPEND 121791 Ext: 15 0.000
TAQA Total Rental: 896.00
100.000000000 PENGROWTH Count Acreage = No

Area : CARSON CREEK
TWP 61 RGE 11 W5M SEC 32
PNG TO BASE PEKISKO
EXCL PNG IN DETRITAL_SAND

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02629 A FO Jul 16, 1997

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y
Roy Percent:			
Deduction: YES			
Gas: Royalty: 15.000000000			
S/S OIL: Min: 5.000000000			
Other Percent:			
Paid to: ROYALTY (C)			
PENGROWTH 100.000000000			
Paid by: WI (C)			
TAQA 100.000000000			

DEDUCTIONS - Aug 29, 2012
50.0000

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05190 A _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: LESSOR (M) 100.000000000 Paid by: WI (C) 100.000000000
ABEN TAQA

M05190 PNG CR Eff: May 02, 1961 640.000 WI
Sub: B WI Exp: May 01, 1982 640.000 PENGROWTH 100.000000000
DIV/PEND 121791 Ext: 15 640.000
PENGROWTH Total Rental: 0.00
PENGROWTH Count Acreage = No
Status Undeveloped Dev: 0.000 Net 0.000 Undev: 640.000 Acres 640.000 Net 640.000
Area : CARSON CREEK
TWP 61 RGE 11 W5M SEC 32
PNG IN DETRITAL_SAND
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:

Min Pay:
Prod/Sales:

Report Date: Aug 22, 2017
Page Number: 35

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:
Max:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
MFPA 100.000000000
Paid by: WI
PENGROWTH (M)
100.000000000

M05190 PNG CR Eff: May 02, 1961 320.000 U00080 C Bypass TRACT
Sub: WI Exp: May 01, 1982 320.000 PENGROWTH 100.000000000
DIV/PEND 121791 Ext: 15 320.000
PENGROWTH Total Rental: 0.00
100.000000000 PENGROWTH

Status
Developed
Dev:
Acres 320.000
Net 320.000
Undev:
Acres 0.000
Net 0.000

Royalty / Encumbrances

<Linked> **Royalty Type** **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**
C02653 A NET PROFITS INTEREST OIL N 89.11276800 % of PROD
Roy Percent: 10.000000000
Deduction: YES
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
EXXONMOBIL ENER 100.000000000
Paid by: WI
PENGROWTH (C)
100.000000000

Area : CARSON CREEK
TWP 61 RGE 11 W5M S 32
(TR 3 NORTH BEAVERHILL LAKE
UNIT NO. 1)
PNG IN BEAVERHILL_LAKE
(UNITIZED)

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02653 A NPI Sep 18, 2006
U00080 UNIT Jan 01, 1965
U00080 C UNIT Jan 01, 1965

GENERAL REMARKS - Aug 29, 2012
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05190 C - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.
DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Millennial Property Report

(cont'd)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M05190
Sub: E
100.00000000 PENGROWTH

PNG IN BEAVERHILL_LAKE
(UNITIZED)

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	320.000		0.000	0.000

----- Related Contracts -----

AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02653 A	NPI	Sep 18, 2006
U00080	UNIT	Jan 01, 1965
U00080 D	UNIT	Jan 01, 1965

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD

Roy Percent: 10.00000000
Deduction: YES
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
EXXONMOBIL ENER 100.00000000
Paid by: WI (C)
PENGROWTH 100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

M05172	PET	CR	Eff: Jan 23, 1963	3,520,000	WI	Area : CARSON CREEK
Sub: D	WI		Exp: Jan 22, 1983	3,520,000		TWP 061 RGE 12 W5M SW 1, 2, E
DIVPEND	7		Ext: 15	3,520,000		10, 11, NW 13, 14, S 15, S 23,

(cont'd)

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05207	D	Paid to: PAIDTO (R) PENGROWTH	100.000000000	Paid by: WI (C) COMPOUND ENE RAZOR ENERGY CO PETRO VKG BKRPT			10.000000000 80.000000000 10.000000000
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DEDUCTIONS - Aug 29, 2012
50.0000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:			Prod/Sales:
Other Percent:				Prod/Sales:
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI (C) COMPOUND ENE RAZOR ENERGY CO PETRO VKG BKRPT		10.000000000 80.000000000 10.000000000

M05207	PNG	CR	Eff: Oct 10, 1961	320.000	WI	Area : CARSON CREEK
Sub: H	WI		Exp: Oct 09, 1982	PENGROWTH		TWP 061 RGE 12 W5M N 1
DIVPEND	126245		Ext: 15	320.000		PET TO BASE BANFF
	PENGROWTH		Total Rental:	0.00		
100.000000000	PENGROWTH	Count Acreage = No				
						----- Related Contracts -----
						AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Gross					
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*		
(cont'd)							
M05207		Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:		Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	LESSOR (M)	Paid by:	PAIDBY (R)		
		ABEN	100.000000000	PENGROWTH		100.000000000	
M05207	PNG	CR	Eff: Oct 10, 1961	320.000		WI	Area : CARSON CREEK
Sub: I	WI		Exp: Oct 09, 1982	320.000	PENGROWTH	100.000000000	TWP 061 RGE 12 W5M N 1
DIVPEND	126245		Ext: 15	320.000			PNG BELOW BASE BANFF TO TOP BEAVERHILL_LAKE;
	PENGROWTH				Total Rental:	0.00	PET IN BEAVERHILL_LAKE
	PENGROWTH	Count Acreage = No					EXCL PET IN BEAVERHILL_LAKE_A EXCL PET IN BEAVERHILL_LAKE_B
100.000000000				Acres 0.000	Net 0.000	Acres 320.000	Net 320.000
	Status Undeveloped	Dev:			Undev:		
				Royalty / Encumbrances			
				Related Contracts			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
		Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:		Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	LESSOR (M)	Paid by:	PAIDBY (R)		

CS EXPLORER Version: 11.0.4

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-----	Related Contracts	-----
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M05211	N					
M05211	PNG	CR	Eff: Oct 10, 1961 Exp: Oct 09, 1982 Ext: 15	4,320.000 PENGROWTH EMERALD LAKE	WI 100.000000000 4.75587000	Area : CARSON CREEK TWP 61 RGE 12 W5M S 3, NW 3, S 4, W 10, N 21, SE 21, 28, SE 29 (TR 1 BEAVERHILL LAKE UNIT NO. 1) TWP 60 RGE 12 W5M NW 26, NE 27, N 33, SE & N 34, 35, SW 36 (TR 1 BEAVERHILL LAKE UNIT NO. 1) NG IN BEAVERHILL_ LAKE_A
DIVPEND	756	PENGROWTH	Total Rental:	6048.00		
100.000000000	PENGROWTH	Status Developed	Dev:	Acres 4,320.000	Net 4,320.000 Undev:	Acres 0.000 Net 0.000
Royalty / Encumbrances						
Royalty Type LESSOR OVERRIDING ROYALTY	Product Type GAS	Sliding Scale Y	Convertible N	% of Prod/Sales 100.000000000	% of PROD %	Related Contracts AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006 U00081 UNIT Dec 27, 1962 U00081 A UNIT Dec 27, 1962
Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	STANDARD	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:			
Paid to: MFPA	DEPOSITOF(M) 100.000000000	WI PENGROWTH	Paid by: PENGROWTH	(M) 100.000000000		
M05211	PNG	CR	Eff: Oct 10, 1961 Exp: Oct 09, 1982 Ext: 15	4,320.000 PENGROWTH Total Rental:	WI 100.000000000 0.00	Area : CARSON CREEK TWP 61 RGE 12 W5M S & NW 3, S 4, W 10, N & SE 21, 28, SE 29 TWP 60 RGE 12 W5M NW 26, NE 27, N 33, SE & N 34, 35, SW 36 NG IN BEAVERHILL_ LAKE
DIVPEND	756	PENGROWTH	Count Acreage =	No		
100.000000000	PENGROWTH					

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

[illegible]

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held
(cont'd)						
M05216	H					
M05211	PNG	CR	5,760.000			Area : CARSON CREEK
Sub: H	WI		5,760.000	PENGROWTH	100.000000000	UNIT
DIVPEND	756		5,760.000	JOURNEY ENE		TWP 61 RGE 12 W5M N 4, E 5, SEC 8, 9, 16, 17, 18, 19, 20, SW 21, SW 29, S 30
100.000000000	PENGROWTH			Total Rental: 8064.00		(TR 1 BEAVERHILL LAKE UNIT NO. 1)
	PENGROWTH					NG IN BEAVERHILL_LAKE_A
		Status	Acres	Net	Acres	Net
		Developed	Dev:	5,760.000	Undev:	0.000
----- Related Contracts -----						
						AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006
						U00081 UNIT Dec 27, 1962
						U00081 A UNIT Dec 27, 1962

		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
		LESSOR OVERRIDING ROYALTY	GAS	Y	N	100.000000000 % of PROD
		Roy Percent:				
		Deduction:	STANDARD			
		Gas: Royalty:		Min Pay:		Prod/Sales:
		S/S OIL: Min:		Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:
		Paid to:	DEPOSITOR(M)	Paid by:	WI	
		MFPA	100.000000000	PENGROWTH	(M)	
						100.000000000

M05211	PNG	CR	0.000			Area : CARSON CREEK
Sub: I	WI		0.000	PENGROWTH	100.000000000	UNIT
DIVPEND	756		0.000			TWP 61 RGE 12 W5M N 4, SEC 8, 9, 16, 17, 18, 19, 20, SW 21, SW 29, S 30
100.000000000	PENGROWTH			Total Rental: 0.00		NG IN BEAVERHILL_LAKE
	PENGROWTH					EXCL NG IN BEAVERHILL_LAKE_A

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross	Net	Doi Partner(s)	*	* Lease Description / Rights Held
Mineral Int	Operator / Payor					
(cont'd)						
M05213	I	Status Undeveloped	Acres 0.000	Net 0.000	Undev: 0.000	Acres 0.000
Sub:		Dev:				Net 0.000
						Related Contracts ----- AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	GAS	Y	N	100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Max:				Prod/Sales:
Other Percent:						Prod/Sales:
Paid to:	DEPOSITOF(M)	Paid by:	WI	(M)		
MFPA	100.00000000	PENGROWTH				100.00000000
M05213	PNG	CR	Eff: Oct 10, 1961	A Yes		WI
Sub: A	ORR	Exp: Oct 09, 1982				100.00000000
DIVPEND	126248	Ext: 15				
TAQA		Total Rental:		896.00		
100.00000000	PENGROWTH	Count Acreage =	No			
						Area : CARSON CREEK TWP 061 RGE 12 W5MN 4, S 9 PNG TO TOP BLUESKY
						----- Related Contracts ----- AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006 C02629 A FO Jul 16, 1997

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

C02629 A GROSS OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:

Deduction: YES

Gas: Royalty: 15.000000000

S/S OIL: Min: 5.000000000

Other Percent:

Min Pay:

Div: 23.83650

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: ROYALTY (C)

PENGROWTH

Paid by: WI

TAQA

(C)

100.000000000

DEDUCTIONS - Aug 29, 2012

50.0000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI	(C)	
ABEN	100.000000000	TAQA		100.000000000

M05213	PNG	CR	Eff: Oct 10, 1961	640.000	WI	Area : CARSON CREEK
Sub: B	WI	Exp: Oct 09, 1982	640.000	PENGROWTH	100.000000000	TWP 061 RGE 12 W5M N 4, S 9
DIV/PEND	126248	Ext: 15	640.000	Total Rental: 0.00		PNG FROM TOP BLUESKY TO TOP BEAVERHILL_LAKE;
PENGROWTH						PET IN BEAVERHILL_LAKE
100.000000000	PENGROWTH	Count Acreage = No				EXCL PET IN BEAVERHILL_LAKE_A

(cont'd)

-----	Related Contracts	-----
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006

Related Contracts		
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
U00081	UNIT	Dec 27, 1962
U00081 A	UNIT	Dec 27, 1962

% of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
M05213	C	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI	(M)		
		ABEN	100.000000000	PENGROWTH		100.000000000	
M05206	PNG	CR	Eff: Oct 10, 1961	160.000		WI	Area : CARSON CREEK
Sub: B	WI	Exp: Oct 09, 1982	160.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M NE 5
DIVPEND	126249	Ext: 15	160.000				PNG TO TOP BEAVERHILL_LAKE
	PENGROWTH	Total Rental:	224.00				
100.000000000	PENGROWTH	Count Acreage =	No				
							----- Related Contracts -----
							AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
				Royalty / Encumbrances			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:			Min Pay:				Prod/Sales:
S/S OIL: Min:		Max:	Div:				Prod/Sales:
Other Percent:			Min:				Prod/Sales:
Paid to: DEPOSITOF(M)			Paid by: WI	(M)			
MFPA		100.000000000	PENGROWTH			100.000000000	

CS EXPLORER Version: 11.0.4

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05211
Sub: E

Total Rental: 0.00			----- Related Contracts -----		
Status	Acres	Net	Acres	Net	
Developed	Dev:	320.000	160.000	Undev:	0.000
					AD00223 A P&S Sep 18, 2006
					AD00224 A P&S Sep 18, 2006
					C05800 A POOL NCC Oct 01, 2009
					U00081 UNIT Dec 27, 1962

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY	GAS	Y	N 100.000000000 % of PROD
Roy Percent:			
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: DEPOSITOF(M)	Paid by: PREPL1 (C)		
MFPA	PENGROWTH		100.000000000

M05211	PNG	CR	Eff: Oct 10, 1961	160.000	C05800	A	No	UNIT	Area : CARSON CREEK
Sub: G	WI		Exp: Oct 09, 1982	160.000	PEC CCRK BHL OP			POOL	TWP 61 RGE 12 W5M SE 5
DIV/PEND	756		Ext: 15	80.000	PENGROWTH			50.000000000	(CARSON CREEK BEAVERHILL LAKE
	PENGROWTH				EMERALD LAKE			50.000000000	UNIT #1 - TRACT #1)
100.000000000	PENGROWTH		Count Acreage = No					4.755870000	PET IN BEAVERHILL_LAKE
					Total Rental:		0.00		(UNITIZED ZONE)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05757 C	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.00000000				
	Deduction: YES				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
M05211	G				
	Paid to: ROYALTY (C)	Paid by: ROYPAYBY(C)			
	KEEKWILEE	PENGROWTH			100.00000000

ALLOWABLE DEDUCTIONS - Aug 29, 2012

STANDARD DEDUCTIONS NOT TO EXCEED CROWN

KIND - Aug 29, 2012

YES

45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS

YES

ROFR - Aug 29, 2012

ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUSE 2401 A APPLIES TO GRANTOR

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: DEPOSITOF(M)		Paid by: PREPL2 (C)		
MFPA	100.00000000	PEC CCRK BHL OP		100.00000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05211	G						
M16792	PNG	CR	320.000			WI	Area : CARSON CREEK
Sub: A	WI	Eff: Mar 10, 2005	320.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M W 5
DIV/PEND	0505030413	Exp: Mar 09, 2010	320.000				PNG TO BASE MISSISSIPPIAN
	PENGROWTH	Ext: 15	320.000	Total Rental: 448.00			
100.000000000	PENGROWTH	Count Acreage = No					
	Status		Acre	Net	Acre	Net	
	Developed	Dev:	320.000	320.000	0.000	0.000	
				Undev:			

----- Related Contracts -----
AD00779 A P&S Jan 12, 2009
C05761 A ROY Dec 15, 2008

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C05761 A	GROSS OVERRIDING ROYALTY	ALL	Convertible
	Roy Percent: 2.50000000		N 100.000000000 % of PROD
	Deduction: NO		
	Gas: Royalty:		Prod/Sales:
	S/S OIL: Min:	Max:	Prod/Sales:
	Other Percent:		Prod/Sales:
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY(C)
	TRIPLE PACER		PENGROWTH
	GAMMA VENTUR		100.000000000
GENERAL REMARKS - Aug 29, 2012			
NO DEDUCTIONS WHATSOEVER			
KIND - Aug 29, 2012			
YES			
60 DAYS NOTICE			
SURRENDER - Aug 29, 2012			
NO			

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Report Date: Aug 22, 2017
 Page Number: 59
 ** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16792 A WELLINFO - Aug 29, 2012
 YES
 ROFR - Aug 29, 2012
 NO

Royalty Type
 LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max:
Other Percent:
Paid to: DEPOSITOF(M)
 MFPA 100.000000000
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.000000000 % of PROD
Min Pay:
Div:
Min:
Paid by: WI (M)
 PENGROWTH 100.000000000
Prod/Sales:
Prod/Sales:
Prod/Sales:

M16792 PNG CR Eff: Mar 10, 2005 320.000 WI
 Sub: B WI Exp: Mar 09, 2010 320.000 PENGROWTH 100.000000000
 DIV/PEND 0505030413 Ext: 15 320.000
 PENGROWTH
 100.000000000 Count Acreage = No
 Total Rental: 0.00
Status Developed
Dev: 320.000 **Acres** 320.000 **Undev:** 0.000 **Net** 320.000
Area : CARSON CREEK
 TWP 61 RGE 12 W5M W 5
 PNG BELOW BASE MISSISSIPPIAN TO
 TOP BEAVERHILL_LAKE
Related Contracts
 AD00779 A P&S Jan 12, 2009
 C05757 C ROY Aug 16, 2006
 C05761 A ROY Dec 15, 2008

Royalty / Encumbrances
<Linked> **Royalty Type** **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**
 C05757 C GROSS OVERRIDING ROYALTY ALL N 100.000000000 % of PROD
Roy Percent: 2.000000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16792	B	Deduction: YES					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: ROYALTY (C)	100.00000000	Paid by: ROYPAYBY(C)			
		KEEKWILEE		PENGROWTH		100.00000000	

ALLOWABLE DEDUCTIONS - Aug 29, 2012

STANDARD DEDUCTIONS NOT TO EXCEED CROWN

KIND - Aug 29, 2012

YES

45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS

ROFR - Aug 29, 2012

YES

ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUSE 2401 A APPLIES TO GRANTOR

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05761 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.50000000				
	Deduction: NO				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY(C)		
	TRIPLE PACER	50.00000000	PENGROWTH		100.00000000
	GAMMA VENTUR	50.00000000			

GENERAL REMARKS - Aug 29, 2012

NO DEDUCTIONS WHATSOEVER

PENGROWTH ENERGY CORPORATION

Mineral Property Report

✱
✱

Lease Description / Rights Held

(cont'd)

M16792	B	KIND - Aug 29, 2012 YES 60 DAYS NOTICE SURRENDER - Aug 29, 2012 NO WELLINFO - Aug 29, 2012 YES ROFR - Aug 29, 2012 NO
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Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	DEPOSITOF(M)	Paid by:	(M)	
MFPA	100.00000000	PENGROWTH		100.00000000

Related Contracts		
AD00779 A	P&S	Jan 12, 2009
C05757 C	ROY	Aug 16, 2006
C05761 A	ROY	Dec 15, 2008

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Gross					
Mineral Int			Net	Doi Partner(s)	*	*		
(cont'd)								
M16792	C		Royalty / Encumbrances				C05800 A U00081	POOL NCC UNIT Oct 01, 2009 Dec 27, 1962
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C05757 C	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD		
	Roy Percent: 2.00000000							
	Deduction: YES							
	Gas: Royalty:		Min Pay:			Prod/Sales:		
	S/S OIL: Min:	Max:	Div:			Prod/Sales:		
	Other Percent:		Min:			Prod/Sales:		
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY (C)					
	KEEKWILEE	100.000000000	PENGROWTH			100.000000000		
ALLOWABLE DEDUCTIONS - Aug 29, 2012								
STANDARD DEDUCTIONS NOT TO EXCEED CROWN								
KIND - Aug 29, 2012								
YES								
45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS								
ROFR - Aug 29, 2012								
YES								
ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUSE 2401 A APPLIES TO GRANTOR								
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C05761 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD		
	Roy Percent: 2.50000000							
	Deduction: NO							
	Gas: Royalty:		Min Pay:			Prod/Sales:		
	S/S OIL: Min:	Max:	Div:			Prod/Sales:		
	Other Percent:		Min:			Prod/Sales:		
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY (C)					

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
							Net	Gross
M16792	C	TRIPLE PACER GAMMA VENTUR	50.000000000 50.000000000	PENGROWTH		100.000000000		
(cont'd)								
GENERAL REMARKS - Aug 29, 2012								
NO DEDUCTIONS WHATSOEVER								
KIND - Aug 29, 2012								
YES								
60 DAYS NOTICE								
SURRENDER - Aug 29, 2012								
NO								
WELLINFO - Aug 29, 2012								
YES								
ROFR - Aug 29, 2012								
NO								
Product Type								
ALL								
Sliding Scale								
Y								
Convertible								
N								
% of Prod/Sales								
100.000000000								
Prod/Sales:								
Prod/Sales:								
Prod/Sales:								
Paid to: DEPOSITOF(M)								
MFPA								
100.000000000								
Paid by: PREPL1								
PENGROWTH								
(C)								
100.000000000								

M16792	PNG	CR	Eff: Mar 10, 2005	320.000	C12092	A	No	WI	Area : CARSON CREEK
Sub: D	WI		Exp: Mar 09, 2010	320.000	PENGROWTH			97.55841000	TWP 61 RGE 12 W5M W 5
DIV/PEND	0505030413		Ext: 15	312.187	EMERALD LAKE			2.44159000	(100/04-05-061-12W5/00 WELL &
PENGROWTH									PRODUCTION)
100.000000000	PENGROWTH		Count Acreage =	No	Total Rental:		0.00		

----- Related Contracts -----

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Report Date: Aug 22, 2017
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** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
	Other Percent:	Max:		Div:		Prod/Sales:	
				Min:		Prod/Sales:	
	Paid to: ROYALTY (C)			Paid by: ROYPAYBY (C)			
	TRIPLE PACER	50.000000000		PENGROWTH		100.000000000	
	GAMMA VENTUR	50.000000000					
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS WHATSOEVER							
KIND - Aug 29, 2012							
YES							
60 DAYS NOTICE							
SURRENDER - Aug 29, 2012							
NO							
WELLINFO - Aug 29, 2012							
YES							
ROFR - Aug 29, 2012							
NO							
M16792	D	Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:				Prod/Sales:	
S/S OIL: Min:		Div:				Prod/Sales:	
Other Percent:		Min:				Prod/Sales:	
Paid to: DEPOSITOF(M)		Paid by: WI	(C)				
MFFPA	100.000000000	PENGROWTH				97.55841000	
		EMERALD LAKE				2.44159000	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	DoI Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M16792	D					
M16882	PNG	IOGC	Eff: Jun 01, 2009 Exp: May 31, 2017 Ext: APPL PEND Ext: May 31, 2017	237.750 237.750 237.750	PENGROWTH	WI 100.000000000
Area : CARSON CREEK TWP 06'1 RGE 12 W5M PTN W 6 ALL PNG IN BEAVERHILL_LAKE						
DIVPEND OL-6341 PENGROWTH Total Rental: 475.50						
100.000000000 PENGROWTH						
Status	Undeveloped	Acres	Dev:	Net	Acres	Net
		0.000		0.000	237.750	237.750
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:						
S/S OIL: Min:						
Other Percent:						
Paid to:	LESSOR (M) INDOIL&GAS	100.000000000	Paid by:	PAIDBY (R) PENGROWTH	100.000000000	
GENERAL REMARKS - INDIAN OIL AND GAS LOR PAID AT THE SAME RATE AS CROWN LEASES						
M16882	PNG	IOGC	Eff: Jun 01, 2009 Exp: May 31, 2017 Ext: APPL PEND	76.500 76.500 76.500	PENGROWTH	WI 100.000000000
Area : CARSON CREEK TWP 06'1 RGE 12 W5M PTN SE 6 ALL PNG IN BEAVERHILL_LAKE						
DIVPEND OL-6341						

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16882

Sub: B PENGROWTH
100.00000000 PENGROWTH

Ext: May 31, 2017

Total Rental: 153.00

Status	Undeveloped	Dev:	Acres	0.000	Net	0.000	Undev:	Acres	76.500	Net	76.500
--------	-------------	------	-------	-------	-----	-------	--------	-------	--------	-----	--------

Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:		Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to: LESSOR (M)		Paid by: PAIDBY (R)			
INDOIL&GAS	100.00000000	PENGROWTH		100.00000000	

GENERAL REMARKS -
INDIAN OIL AND GAS LOR PAID AT THE SAME RATE AS CROWN LEASES

M17484	PNG	CR	Eff: Mar 08, 2012	83.750	C06057	A	No	WI	Area : CARSON CREEK
Sub: A	WI		Exp: Mar 07, 2017	83.750	PENGROWTH			95.11682000	TWP 061 RGE 12 W5M PTN W 6
DIV/PEND	0512030212		Ext: 15	79.660	EMERALD LAKE			4.88318000	(PORTION LYING OUTSIDE ALEXIS
	PENGROWTH								WHITECOURT INDIAN RESERVE NO.
100.00000000	PENGROWTH								232)
			Total Rental: 117.25						ALL PNG IN BEAVERHILL_LAKE
		Status		Acres	Net			Acres	
									Net

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held		
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			
(cont'd)									
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD									
Roy Percent:									
Deduction: STANDARD									
M17484	B	Gas: Royalty:		Min Pay:		Prod/Sales:			
		S/S OIL: Min:		Div:		Prod/Sales:			
		Other Percent:		Min:		Prod/Sales:			
			Max:						
		Paid to: PAIDTO (R)	100.000000000	Paid by: WI	(C)	95.11682000			
		MFPA		PENGROWTH		4.88318000			
				EMERALD LAKE					
M05211	PNG	CR	160.000			WI	UNIT	Area : CARSON CREEK	
Sub: C	WI	Exp: Oct 09, 1982	160.000	PENGROWTH		100.000000000	95.24413000	TWP 61 RGE 12 W5M NE 7	
DIV/PEND	756	Ext: 15	160.000	EMERALD LAKE			4.75587000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)	
PENGROWTH									
100.000000000									
Total Rental: 224.00									
NG IN BEAVERHILL_LAKE_A									
----- Related Contracts -----									
AD00223 A P&S Sep 18, 2006									
AD00224 A P&S Sep 18, 2006									
AD00779 A P&S Jan 12, 2009									
U00081 UNIT Dec 27, 1962									
Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales									
LESSOR OVERRIDING ROYALTY GAS Y N 100.000000000 % of PROD									
Roy Percent:									
Deduction: STANDARD									
		Gas: Royalty:		Min Pay:		Prod/Sales:			
		S/S OIL: Min:		Div:		Prod/Sales:			
		Other Percent:		Min:		Prod/Sales:			
			Max:						
		Paid to: DEPOSITOF(M)		Paid by: WI	(M)				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 70
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05211	C	MFPA	100.000000000	PENGROWTH		100.000000000	
M05211	PNG	CR	160.000			WI	Area : CARSON CREEK
Sub: D	WI		160.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M NE 7
DIV/PEND	756		160.000				NG IN BEAVERHILL_LAKE
	PENGROWTH			Total Rental:	0.00		EXCL NG IN BEAVERHILL_LAKE_A
100.000000000	PENGROWTH			Count Acreage =	No		
----- Related Contracts -----							
	Status	Dev:	Acres	Net	Undev:	Acres	Net
	Developed		160.000	160.000		0.000	0.000
							AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
----- Related Contracts -----							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	GAS	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: DEPOSITOF(M)		Paid by: WI	(M)				
MFPA	100.000000000	PENGROWTH				100.000000000	
M13593	PNG	CR	640.000			WI	Area : CARSON CREEK
Sub: A	WI		640.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M SEC 7
DIV/PEND	0502050099		640.000				PNG BELOW BASE MANNVILLE TO
	PENGROWTH			Total Rental:	0.00		BASE MISSISSIPPIAN
100.000000000	PENGROWTH			Count Acreage =	No		
----- Related Contracts -----							

Report Date: Aug 22, 2017
Page Number: 71

** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M13593
Sub: A Status Acres Net Undev: Acres Net Undev: Jan 12, 2009
AD00779 A P&S 0.000 0.000 0.000 0.000 0.000

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			100.00000000 % of PROD
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:		Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: DEPOSITOF(M)		Paid by: WI (M)	
MFPA	100.000000000	PENGROWTH	100.000000000

M13593 PNG CR Eff: May 02, 2002 480.000 WI
Sub: B WI Exp: May 01, 2007 480.000 PENGROWTH 100.000000000
DIV/PEND 0502050099 Ext: 15 480.000
PENGROWTH Total Rental: 672.00
100.000000000 PENGROWTH
Status Developed Dev: Acres Net Undev: Acres Net Undev: 0.000 0.000 0.000
480.000 480.000 480.000 0.000 0.000

Royalty / Encumbrances			
Product Type	Sliding Scale	Convertible	% of Prod/Sales
<Linked> Royalty Type			

----- Related Contracts -----
AD00779 A P&S Jan 12, 2009
C05757 C ROY Aug 16, 2006

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
C05757 C	GROSS OVERRIDING ROYALTY	ALL		N	N	100.000000000	% of PROD
	Roy Percent:	2.000000000					
	Deduction:	YES					
M13593	B	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
	Paid to:	ROYALTY (C)		Paid by:	ROYPAYBY(C)		
	KEEKWILEE	100.000000000		PENGROWTH		100.000000000	
ALLOWABLE DEDUCTIONS - Aug 29, 2012							
STANDARD DEDUCTIONS NOT TO EXCEED CROWN							
KIND - Aug 29, 2012							
YES							
45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS							
ROFR - Aug 29, 2012							
YES							
ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUSE 2401 A APPLIES TO GRANTOR							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to:	DEPOSITOF(M)	Paid by:	WI	(M)			
MFPA	100.000000000	PENGROWTH				100.000000000	

REPORTED IN ACRES

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
LESSOR OVERRIDING ROYALTY							
			OIL	Y	N	100.000000000	% of PROD
Roy Percent:							
Deduction: STANDARD							
M13593	C	Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	DEPOSITOR(M)	Paid by:	WI	(C)	
		MFPA	100.000000000	PENGROWTH		98.77920500	
				EMERALD LAKE		1.22079500	

M13593	PNG	CR	160.000	U00081	A Bypass	TRACT	Area : CARSON CREEK
Sub: D	WI	Exp: May 01, 2007	160.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M NE 7
DIV/PEND	0502050099	Ext: 15	160.000				PET IN BEAVERHILL_LAKE_A
			Total Rental:		224.00		

100.000000000	PENGROWTH						
----- Related Contracts -----							
	Status	Dev:	Acres	Net	Undev:	Acres	Net
	Developed		160.000	160.000		0.000	0.000

Royalty / Encumbrances							

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C05757 C	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000 % of PROD		

	Roy Percent:	2.000000000					
	Deduction:	YES					
	Gas: Royalty:	Min Pay:	Prod/Sales:				
	S/S OIL: Min:	Div:	Prod/Sales:				
	Other Percent:	Min:	Prod/Sales:				

	Paid to:	ROYALTY (C)	Paid by:	ROYPAYBY(C)			

(cont'd)

ALLOWABLE DEDUCTIONS - Aug 29, 2012
STANDARD DEDUCTIONS NOT TO EXCEED CROWN
KIND - Aug 29, 2012
YES
45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS
ROFR - Aug 29, 2012
YES
ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUS

Paid by:	RENT	(M)
	PENGROWTH	1

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05206	A	Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
	Roy Percent:						
	Deduction:	YES					
	Gas: Royalty:	15.000000000		Min Pay:			Prod/Sales:
	S/S OIL: Min:	5.000000000	Max:	15.000000000	Div:	23.83650	Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	ROYALTY (C)		Paid by:	WI	(C)	
	PENGROWTH	100.000000000		TAQA			100.000000000
DEDUCTIONS - Aug 29, 2012							
			50.0000				
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL		Y	N	100.00000000	% of	PROD
	Roy Percent:						
	Deduction:	STANDARD		Min Pay:			Prod/Sales:
	Gas: Royalty:		Max:		Div:		Prod/Sales:
	S/S OIL: Min:			Min:			Prod/Sales:
	Other Percent:						
	Paid to:	DEPOSITOR(M)		Paid by:	WI	(C)	
	MFPA	100.000000000		TAQA			100.000000000

M05206	PNG	CR	Eff:	Oct 10, 1961	480.000	WI	UNIT	Area : CARSON CREEK
Sub: C	WI		Exp:	Oct 09, 1982	480.000	100.00000000	95.24413000	TWP 61 RGE 12 W/5M S 8
DIV/PEND	126249		Ext:	15	480.000	EMERALD LAKE	4.75587000	(TR 1 BEAVERHILL LAKE UNIT NO.

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(cont'd)

[illegible]

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05216	C	MFPA	100.000000000	PENGROWTH		100.000000000	
M05216	PET	CR	640.000			WI	Area : CARSON CREEK
Sub: D	WI	Eff: Nov 19, 1963	640.000	PENGROWTH		100.000000000	TWP 061 RGE 12 W5M N 9, S 16
DIV/PEND	8	Exp: Nov 18, 1982	640.000	JOURNEY ENE			PET IN BEAVERHILL_LAKE
		Ext: 15	640.000				EXCL PET IN BEAVERHILL_LAKE_A
100.000000000	PENGROWTH			Total Rental:	0.00		
	PENGROWTH	Count Acreage = No					

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	OIL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
MFPA	100.000000000	PENGROWTH		100.000000000

M05172	PET	CR	160.000			WI	Area : CARSON CREEK
Sub: A	WI	Eff: Jan 23, 1963	160.000	PENGROWTH		100.000000000	TWP 061 RGE 12 W5M NW 10
DIV/PEND	7	Exp: Jan 22, 1983	160.000				PET IN BEAVERHILL_LAKE
		Ext: 15	160.000				EXCL PET IN BEAVERHILL_LAKE_A
100.000000000	PENGROWTH			Total Rental:	0.00		
	PENGROWTH	Count Acreage = No					

----- Related Contracts -----

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M05172						
Sub: A	Status Undeveloped	Dev:	Acres 0.000	Net 0.000	Undev: 0.000	Acres 160.000 Net 160.000 P&S AD00223 A P&S AD00224 A P&S Sep 18, 2006 Sep 18, 2006
Royalty / Encumbrances						
Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:				Min Pay:		Prod/Sales:
S/S OIL: Min:				Div:		Prod/Sales:
Other Percent:				Min:		Prod/Sales:
Paid to:	LESSOR (M)			Paid by:	WI (M)	
ABEN		100.000000000		PENGROWTH		100.000000000
M05172	PET	CR	Eff: Jan 23, 1963			UNIT
Sub: B	WI		Exp: Jan 22, 1983			Area : CARSON CREEK
DIVPEND	7		Ext: 15	PENGROWTH	100.000000000	TWP 061 RGE 12 W5M NW 10
	PENGROWTH			EMERALD LAKE		(TR 1 BEAVERHILL LAKE UNIT NO. 1)
100.000000000	PENGROWTH		Total Rental:	224.00		PET IN BEAVERHILL_LAKE_A
Status Developed	Acres 160.000	Dev:	Net 160.000	Undev:	Acres 0.000	Net 0.000
Related Contracts -----						
						AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006
						U00081 UNIT Dec 27, 1962
						U00081 A UNIT Dec 27, 1962
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
M05172	B	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	LESSOR (M)	Paid by:	WI	(M)	
		ABEN	100.000000000	PENGROWTH		100.000000000	
M05210	PNG	CR	Eff: Oct 10, 1961	160.000		WI	Area : CARSON CREEK
Sub: A	WI	Exp: Oct 09, 1982	160.000	PENGROWTH		100.000000000	TWP 061 RGE 12 W5M SW 10
DIVPEND	126253	Ext: 15	160.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH	Total Rental:	224.00				EXCL NG IN BEAVERHILL_LAKE
100.000000000	PENGROWTH	Count Acreage =	No				EXCL PET IN BEAVERHILL_LAKE_A
	Status	Undeveloped	Dev:	Acres	Net	Acres	Net
				0.000	0.000	160.000	160.000
				Undev:			
	----- Related Contracts -----						
				AD00223 A	P&S		Sep 18, 2006
				AD00224 A	P&S		Sep 18, 2006

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:			Prod/Sales:	
S/S OIL: Min:	Max:	Div:			Prod/Sales:	
Other Percent:		Min:			Prod/Sales:	
Paid to:	LESSOR (M)	Paid by:	WI	(M)		
ABEN	100.000000000	PENGROWTH		100.000000000		

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05210	A						
M05210	PNG	CR	160.000			WI	Area : CARSON CREEK
Sub: B	WI	Eff: Oct 10, 1961	160.000	PENGROWTH	100.000000000	95.24413000	TWP 061 RGE 12 W5M SW 10
DIV/PEND	126253	Exp: Oct 09, 1982	160.000	EMERALD LAKE		4.75587000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)
	PENGROWTH	Ext: 15					
100.000000000	PENGROWTH			Total Rental: 0.00			PET IN BEAVERHILL_LAKE_A
	Status	Dev:	Acres	Net	Undev:	Acres	Net
	Developed		160.000	160.000		0.000	0.000
				Royalty / Encumbrances			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:		Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to: LESSOR (M)		Paid by: WI (M)					
ABEN		PENGROWTH		100.000000000			
M05207	PNG	CR	640.000			WI	Area : CARSON CREEK
Sub: G	WI	Eff: Oct 10, 1961	640.000	PENGROWTH	100.000000000		TWP 061 RGE 12 W5M 12
DIV/PEND	126245	Exp: Oct 09, 1982	640.000				PNG TO TOP BEAVERHILL_LAKE;
	PENGROWTH	Ext: 15		Total Rental: 896.00			PET IN BEAVERHILL_LAKE
100.000000000	PENGROWTH	Count Acreage = No					EXCL PET IN BEAVERHILL_LAKE_A
							EXCL PET IN BEAVERHILL_LAKE_B

PENGROWTH ENERGY CORPORATION

Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M05207	G	Status	Undeveloped	Dev:	Acres	0.000	Net	0.000	Undev:	Acres	640.000	Net	640.000
----- Related Contracts -----													
AD00223 A P&S Sep 18, 2006													
AD00224 A P&S Sep 18, 2006													

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to:	LESSOR (M)	Paid by:	PAIDBY (R)
ABEN	100.000000000	PENGROWTH	100.000000000

M05208	PNG	CR	Eff: Oct 10, 1961	960.000	C02629	A	Yes	WI
Sub: A	ORR		Exp: Oct 09, 1982	960.000	TAQA			100.000000000
DIV/PEND	126251		Ext: 15	0.000				
TAQA								
Total Rental: 1344.00								

Count Acreage = No

Area : CARSON CREEK

TWP 061 RGE 12 W5M N 15, 22

PNG TO BASE PEKISKO

----- Related Contracts -----													
AD00223 A P&S Sep 18, 2006													
AD00224 A P&S Sep 18, 2006													
C02629 A FO Jul 16, 1997													

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

C02629 A GROSS OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:

Deduction: YES

Gas: Royalty: 15.000000000

S/S OIL: Min: 5.000000000

Other Percent:

Min Pay:

Div: 23.83650

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: ROYALTY (C)
PENGROWTH

Paid by: WI
TAQA

(C)

100.000000000

DEDUCTIONS - Aug 29, 2012

50.0000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI TAQA	(C)	100.000000000

M05208 PNG CR **Eff:** Oct 10, 1961 960.000 WI
Sub: B WI **Exp:** Oct 09, 1982 960.000 PENGROWTH 100.000000000
DIV/PEND 126251 **Ext:** 15 960.000
PENGROWTH
100.000000000 **Count Acreage =** No
Total Rental: 0.00
Area : CARSON CREEK
TWP 061 RGE 12 W5M N 15, 22
PNG BELOW BASE PEKISKO TO TOP
BEAVERHILL_LAKE;
PET IN BEAVERHILL_LAKE
EXCL PET IN BEAVERHILL_LAKE_A

ADXXXXXXX

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** REPORTED IN ACRES**

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*		
Mineral Int						*		
(cont'd)								
M05208								
Sub: B	Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
				0.000	0.000		960.000	960.000
								EXCL PET IN BEAVERHILL_LAKE_B
								----- Related Contracts -----
								AD00223 A P&S Sep 18, 2006
								AD00224 A P&S Sep 18, 2006
Royalty / Encumbrances								
	Royalty Type	LESSOR OVERRIDING ROYALTY	ALL	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD
	Roy Percent:				Y	N	100.000000000	
	Deduction:	STANDARD						
	Gas: Royalty:			Min Pay:				Prod/Sales:
	S/S OIL: Min:			Max:				Prod/Sales:
	Other Percent:			Min:				Prod/Sales:
	Paid to:	LESSOR (M)		Paid by:	WI	(M)		
	ABEN		100.000000000	PENGROWTH			100.000000000	
M05208 PNG CR Eff: Oct 10, 1961 WI UNIT Area : CARSON CREEK								
Sub: C	WI		960.000	960.000	PENGROWTH	100.000000000	95.11682000	TWP 061 RGE 12 W5M N 15, 22
DIV/PEND	126251		960.000	960.000	JOURNEY ENE		4.88318000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)
	PENGROWTH							
100.00000000	PENGROWTH							
			Total Rental:	0.00				PET IN BEAVERHILL_LAKE_A; PET IN BEAVERHILL_LAKE_B
	Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net
				960.000	960.000		0.000	0.000
								----- Related Contracts -----
								AD00223 A P&S Sep 18, 2006
								AD00224 A P&S Sep 18, 2006
								U00081 UNIT Dec 27, 1962
								U00081 A UNIT Dec 27, 1962
Royalty / Encumbrances								
	Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
		Roy Percent:						
		Deduction:	STANDARD					
M05208	C	Gas: Royalty:		Min Pay:			Prod/Sales:	
		S/S OIL: Min:	Max:	Div:			Prod/Sales:	
		Other Percent:		Min:			Prod/Sales:	
		Paid to: LESSOR (M)		Paid by: WI	(M)			
	ABEN		100.000000000	PENGROWTH				100.000000000
M05209	PNG	CR	Eff: Oct 10, 1961	3,840.000			UNIT	Area : CARSON CREEK
Sub: E	WI		Exp: Oct 09, 1982	PENGROWTH		100.000000000	95.24413000	TWP 061 RGE 12 W5M N 16, N 17,
DIVPEND	126252		Ext: 15	EMERALD LAKE			4.75587000	N 18, 19, 20, SW 21, SW 29, S 30
	PENGROWTH							(TR 1 BEAVERHILL LAKE UNIT NO.
100.000000000	PENGROWTH	Count Acreage = No	Total Rental: 0.00				1)	
								PET IN BEAVERHILL_LAKE_A
Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts -----
			3,840.000	3,840.000		0.000	0.000	AD00223 A P&S Sep 18, 2006
								AD00224 A P&S Sep 18, 2006
								U00081 UNIT Dec 27, 1962
								U00081 A UNIT Dec 27, 1962
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD			
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:	
S/S OIL: Min:	Max:	Div:					Prod/Sales:	
Other Percent:		Min:					Prod/Sales:	
Paid to: PAIDTO (R)		Paid by: WI	(M)					
MFPA		PENGROWTH						100.000000000

ADXXXXXXX

Millennial Property Report

(cont'd)

(cont'd)

-----Related Contracts-----	
AD00223 A	P&S Sep 18, 2006
AD00224 A	P&S Sep 18, 2006

Area : CARSON CREEK
TWP 061 RGE 12 W5M S 17
PNG TO BASE VIKING ZONE

Acres	Net	
320.000	112.000	
	Undev:	
	0.000	
	Acres	Net
	0.000	0.000

Net
0.000

% of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD							
Roy Percent:							
Deduction: STANDARD							
M05191	A	Gas: Royalty:	Min Pay:		Prod/Sales:		
		S/S OIL: Min:	Div:		Prod/Sales:		
		Other Percent:	Min:		Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		WI (C)		
MFPA		100.000000000	PENGROWTH		35.000000000		
			APACHE		65.000000000		
Area : CARSON CREEK							
M05209	PNG	CR	Eff: Oct 10, 1961	320.000	WI		
Sub: A	WI		Exp: Oct 09, 1982	PENGROWTH	100.000000000		
DIV/PEND	126252		Ext: 15				
		APACHE	Total Rental: 0.00				
100.000000000	PENGROWTH	Count Acreage = No					
Status		Undeveloped	Dev:	Acres	Net	Acres	Net
				0.000	0.000	Undev:	320.000
----- Related Contracts -----							
				AD00223 A	P&S	Sep 18, 2006	
				AD00224 A	P&S	Sep 18, 2006	
				C05660 A	RJOA	Oct 03, 2008 (I)	
Royalty / Encumbrances							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD		
Roy Percent:							
Deduction: STANDARD							
		Gas: Royalty:	Min Pay:		Prod/Sales:		
		S/S OIL: Min:	Div:		Prod/Sales:		
		Other Percent:	Min:		Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		WI (M)		

(cont'd)

(cont'd)

-----	Related Contracts	-----
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
M05211	J	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: DEPOSITOF(M)		Paid by: RENT	(M)		
		MFPA	100.000000000	PENGROWTH		100.000000000	
M05211	PNG	CR	Eff: Oct 10, 1961	640.000		WI	Area : CARSON CREEK
Sub: O	WI	Exp: Oct 09, 1982	640.000	PENGROWTH		100.000000000	TWP 61 RGE 12 W5M S 18
DIVPEND	756	Ext: 15	640.000				PET IN BEAVERHILL_LAKE
	PENGROWTH		Total Rental: 0.00				
100.000000000	PENGROWTH	Count Acreage = No					
							----- Related Contracts -----
						C05757 C	ROY Aug 16, 2006
				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C05757 C	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of PROD	
	Roy Percent: 2.000000000						
	Deduction: YES						
	Gas: Royalty:		Min Pay:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY (C)				
	KEEKWILEE	100.000000000	PENGROWTH		100.000000000		

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05211 O
ALLOWABLE DEDUCTIONS - Aug 29, 2012
STANDARD DEDUCTIONS NOT TO EXCEED CROWN
KIND - Aug 29, 2012
YES
45 DAYS NOTICE FOR OIL; 6 MTHS NOTICE FOR GAS
ROFR - Aug 29, 2012
YES
ROFR APPLIES TO ROYALTY OWNER ONLY; CLAUSE 2401 A APPLIES TO GRANTOR

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: DEPOSITOR(M)		Paid by: WI	(M)	
MFPA	100.00000000	PENGROWTH		100.00000000

M05209	PNG	CR	Eff: Oct 10, 1961	960.000	WI	Area : CARSON CREEK
Sub: B	WI		Exp: Oct 09, 1982	PENGROWTH		TWP 061 RGE 12 W5M N 21, SE 21,
DIVPEND	126252		Ext: 15	960.000	100.00000000	S 28, SE 29
	PENGROWTH		Total Rental: 1344.00			PNG TO TOP BEAVERHILL_LAKE;
100.00000000	PENGROWTH	Count Acreage = No				PET IN BEAVERHILL_LAKE
						EXCL PET IN BEAVERHILL_LAKE_A
						----- Related Contracts -----
						AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05209	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD	
	Roy Percent:						
	Deduction:		STANDARD				
	B	Gas: Royalty:	Min Pay:		Prod/Sales:		
		S/S OIL: Min:	Max:		Prod/Sales:		
		Other Percent:	Min:		Prod/Sales:		
	Paid to:		PAIDTO (R)	Paid by:	WI (M)		
	MFPA		100.000000000	PENGROWTH	100.000000000		
M05209	PNG	CR	Eff: Oct 10, 1961	3,840.000	WI	UNIT	Area : CARSON CREEK
Sub: C	WI	Exp: Oct 09, 1982	PENGROWTH	100.000000000	95.11682000	TWP 061 RGE 12 W5M N 21, SE 21,	
DIV/PEND	126252	Ext: 15	JOURNEY ENE	4.88318000	S 28, SE 29	(TR 1 BEAVERHILL LAKE UNIT NO. 1)	
PENGROWTH							
100.000000000	PENGROWTH	Total Rental:	0.00				
Status		Developed	Dev:	3,840.000	Net	Acres	Net
				3,840.000	Undev:	0.000	0.000
----- Related Contracts -----							
		AD00223 A	P&S	Sep 18, 2006			
		AD00224 A	P&S	Sep 18, 2006			
		U00081	UNIT	Dec 27, 1962			
		U00081 A	UNIT	Dec 27, 1962			
----- Related Contracts -----							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:		Max:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to:		PAIDTO (R)	Paid by:	WI (M)			
MFPA		100.000000000	PENGROWTH	100.000000000			

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05209	C	MFPA	100.000000000	PENGROWTH		100.000000000
M05214	PNG	CR	320.000	C02629	A Yes	WI
Sub: A	ORR		320.000	TAQA		100.000000000
DIV/PEND	124027		0.000			
	TAQA			Total Rental:	448.00	
100.000000000	PENGROWTH			Count Acreage =	No	

Area : CARSON CREEK
TWP 061 RGE 12 W5M N 23
PNG TO BASE PEKISKO

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02629 A FO Jul 16, 1997

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:					
Deduction: YES					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent:					
Paid to: ROYALTY (C)					
PENGROWTH					
Paid by: WI (C)					
TAQA					
100.000000000					
100.000000000					

DEDUCTIONS - Aug 29, 2012
50.0000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD

Roy Percent:

ADXXXXXXX

CS EXPLORER Version: 11.0.4

ADXXXXXX

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
M05214	PNG	CR	320.000				UNIT	Area : CARSON CREEK
Sub: C	WI		320.000	PENGROWTH		WI	95.24413000	TWP 061 RGE 12 W5M N 23
DIV/PEND	124027		320.000	EMERALD LAKE		100.000000000	4.75587000	(TR 4 BEAVERHILL LAKE UNIT NO. 1)
100.000000000	PENGROWTH		Total Rental: 0.00					PNG IN BEAVERHILL_LAKE_A; PNG IN BEAVERHILL_LAKE_B
Status		Developed	Acres	Net	Undev:	Acres	Net	
			320.000	320.000		0.000	0.000	
----- Related Contracts -----								
		AD00223 A	P&S	Sep 18, 2006				
		AD00224 A	P&S	Sep 18, 2006				
		U00081	UNIT	Dec 27, 1962				
		U00081 D	UNIT	Dec 27, 1962				
----- Related Contracts -----								
Royalty / Encumbrances								
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD			
Roy Percent:		STANDARD		Min Pay:		Prod/Sales:		
Deduction:				Div:		Prod/Sales:		
Gas: Royalty:				Min:		Prod/Sales:		
S/S OIL: Min:				Paid by:				
Other Percent:				ABEN				
Paid to:		LESSOR (M)		WI	(M)			
				PENGROWTH		100.000000000		
				100.000000000				
----- Related Contracts -----								
M05205	NG	CR	160.000				UNIT	Area : CARSON CREEK
Sub: A	WI		160.000	PENGROWTH		WI	95.24413000	TWP 061 RGE 12 W5M NW 24
DIV/PEND	627		160.000	EMERALD LAKE		100.000000000	4.75587000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)
100.000000000	PENGROWTH		Total Rental: 224.00					NG IN BEAVERHILL_LAKE_A; NG IN BEAVERHILL_LAKE_B
Status		Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
				0.000	0.000		160.000	160.000
----- Related Contracts -----								
		AD00223 A	P&S	Sep 18, 2006				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05205 A _____ Royalty / Encumbrances
AD00224 A P&S Sep 18, 2006
U00081 UNIT Dec 27, 1962
U00081 A UNIT Dec 27, 1962

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY GAS Y N 100.000000000 % of PROD
Roy Percent: STANDARD
Deduction:
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
ABEN 100.000000000 PENGROWTH 100.000000000

M05205 NG CR Eff: Sep 05, 1961 160.000 WI
Sub: B WI Exp: Sep 04, 1982 160.000 PENGROWTH 100.000000000
DIV/PEND 627 Ext: 15 160.000
PENGROWTH Total Rental: 0.00
100.000000000 Count Acreage = No

Area : CARSON CREEK
TWP 061 RGE 12 W5M NW 24
NG IN BEAVERHILL_LAKE
EXCL NG IN BEAVERHILL_LAKE_A
EXCL NG IN BEAVERHILL_LAKE_B
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 160.000 Acres 160.000 Net 160.000

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY GAS Y N 100.000000000 % of PROD
Roy Percent: STANDARD
Deduction:
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Min: Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Max:	Div:	Prod/Sales:
				Min:	Prod/Sales:
Paid to:	LESSOR (M)		Paid by:	WI (M)	
ABEN			PENGROWTH		100.00000000

M05205	NG	CR	Eff: Sep 05, 1961	160.000	WI	Area : CARSON CREEK
Sub: C	WI		Exp: Sep 04, 1982	160.000	PENGROWTH	TWP 061 RGE 12 W5M NE 24
DIV/PEND	627		Ext: 15	160.000	EMERALD LAKE	(TR 1 BEAVERHILL LAKE UNIT NO. 1)
PENGROWTH						
100.00000000			Total Rental: 224.00			NG IN BEAVERHILL_LAKE_B
Status			Dev:	Acres	Net	----- Related Contracts -----
Developed				160.000	160.000	AD00223 A P&S Sep 18, 2006
			Undev:	0.000	0.000	AD00224 A P&S Sep 18, 2006
						U00081 UNIT Dec 27, 1962
						U00081 A UNIT Dec 27, 1962

Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY			GAS	Y	N	100.00000000 % of PROD
Roy Percent:						
Deduction:			STANDARD			
Gas: Royalty:			Min Pay:	Div:	Prod/Sales:	
S/S OIL: Min:				Min:	Prod/Sales:	
Other Percent:					Prod/Sales:	
Paid to:	LESSOR (M)		Paid by:	WI (M)		
ABEN			PENGROWTH		100.00000000	

M05205	NG	CR	Eff: Sep 05, 1961	160.000	WI	Area : CARSON CREEK
Sub: D	WI		Exp: Sep 04, 1982	160.000	PENGROWTH	TWP 061 RGE 12 W5M NE 24

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	Lease Description / Rights Held
(cont'd)						
M05205						
Sub: D						
DIVPEND	627	Ext: 15	160.000			NG IN BEAVERHILL_LAKE
	PENGROWTH			Total Rental:	0.00	EXCL NG IN BEAVERHILL_LAKE_B
100.000000000	PENGROWTH	Count Acreage =	No			
----- Related Contracts -----						
	Status	Acres	Net	Acres	Net	Sep 18, 2006
	Undeveloped	Dev:	0.000	0.000	Undev:	P&S
				160.000		P&S
				160.000		Sep 18, 2006

Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale
LESSOR OVERRIDING ROYALTY	GAS	Y
Roy Percent:		Convertible
Deduction:	STANDARD	N
Gas: Royalty:		% of
S/S OIL: Min:	Max:	Prod/Sales
Other Percent:		% of
		PROD
Paid to:	LESSOR	(M)
ABEN		
	100.00000000	
		WI
		PENGROWTH
		(M)
		100.00000000

M05185	PNG	CR	Eff: Apr 02, 1959	320.000	U00080	A Bypass	TRACT	Area : CARSON CREEK
Sub: B	WI		Exp: Apr 01, 1980	320.000	PENGROWTH		100.000000000	TWP 061 RGE 12 W5M N 25
DIVPEND	116439		Ext: 15	320.000				(TR A- NORTH BEAVERHILL LAKE
	PENGROWTH				Total Rental:	0.00		UNIT NO. 1)
100.000000000	PENGROWTH							PNG IN BEAVERHILL_LAKE
	Status	Dev:	Acres	Net	Acres	Net		(UNITIZED)
	Developed		320.000	320.000	0.000	0.000		

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05199

Sub: A

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to:	LESSOR (M)	Paid by:	WI (M)
ABEN		PENGROWTH	
	100.000000000		100.000000000

M05199	PNG	CR	Eff: Jun 20, 1963	320.000	WI	UNIT	Area : CARSON CREEK
Sub: B	WI		Exp: Jun 19, 1973	320.000	100.000000000	95.24413000	TWP 061 RGE 12 W5M S 25
DIVPEND	1352		Ext: 15	320.000	EMERALD LAKE	4.75587000	(TR 5 BEAVERHILL LAKE UNIT NO. 1)
	PENGROWTH						
100.000000000	PENGROWTH		Total Rental:	0.00			PNG IN BEAVERHILL_LAKE_B

Status	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
Developed		320.000	320.000		0.000	0.000	AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							U00081 UNIT Dec 27, 1962
							U00081 E UNIT Dec 27, 1962

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				

CS EXPLORER Version: 11.0.4

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PENGROWTH ENERGY CORPORATION

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

M05185	D	Royalty / Encumbrances		U00081	UNIT	Dec 27, 1962
				U00081 A	UNIT	Dec 27, 1962
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD
Roy Percent:						
Deduction:		STANDARD				
Gas: Royalty:		Min Pay:				
S/S OIL: Min:		Max:	Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:	
Paid to:	PAIDTO	(R)	Paid by:	TRACT	(C)	
MFPA	100.000000000		PENGROWTH		100.00000000	

M05185	PNG	CR	Eff: Apr 02, 1959	160.000	WI	Area : CARSON CREEK
Sub: I	WI		Exp: Apr 01, 1980	160.000	100.000000000	TWP 061 RGE 12 W5M NW 26
DIVPEND	116439		Ext: 15	160.000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH				Total Rental: 224.00	EXCL PNG IN BEAVERHILL_LAKE_A
100.000000000	PENGROWTH		Count Acreage = No			
Status	Undeveloped	Dev:	Acres	Net	Acres	Net
			0.000	0.000	160.000	160.000
						AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances	
Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL
Roy Percent:	Sliding Scale Y
Deduction:	Convertible N
Gas: Royalty:	% of Prod/Sales 100.00000000
S/S OIL: Min:	% of PROD PROD
Min Pay:	
Prod/Sales:	

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(cont'd)

Royalty / Encumbrances

ADXXXXXX

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05173
Sub: C C05778 A JOA Oct 03, 2007

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of Prod/Sales
Deduction:	STANDARD		100.00000000
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)	
MFPA	100.00000000	PENGROWTH	35.00000000
		APACHE	65.00000000

M05212	PNG	CR	Eff: Oct 10, 1961	160.000	WI	Area : CARSON CREEK
Sub: A	WI		Exp: Oct 09, 1982	160.000	100.00000000	TWP 061 RGE 12 W5M SW 27
DIV/PEND	126254		Ext: 15	160.000		PNG BELOW BASE MANNVILLE TO
	PENGROWTH		Total Rental: 224.00			BASE BEAVERHILL_LAKE
100.00000000	PENGROWTH	Count Acreage = No				EXCL PNG IN BEAVERHILL_LAKE_A
						EXCL PNG IN BEAVERHILL_LAKE_B
Status	Undeveloped	Dev:	Acres	Net	Acres	Net
			0.000	0.000	160.000	160.000
				Undev:		
Royalty / Encumbrances				----- Related Contracts -----		
				AD00223 A	P&S	Sep 18, 2006
				AD00224 A	P&S	Sep 18, 2006

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000
				% of PROD

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
(cont'd)								
M05212	A	Roy Percent:						
		Deduction:	STANDARD					
		Gas: Royalty:					Prod/Sales:	
		S/S OIL: Min:					Prod/Sales:	
		Other Percent:					Prod/Sales:	
			Max:	Min Pay:				
				Div:				
				Min:				
			Paid to:	PAIDTO (R)	Paid by:	WI (M)		
			MFPA		PENGROWTH		100.000000000	
M05212	PNG	CR	Eff: Oct 10, 1961	160.000		WI	UNIT	Area : CARSON CREEK
Sub: B	WI	Exp: Oct 09, 1982	160.000	PENGROWTH	100.000000000	95.11682000	TWP 061 RGE 12 W5M SW 27	
DIV/PEND	126254	Ext: 15	160.000	JOURNEY ENE		4.88318000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)	
PENGROWTH								
100.000000000	PENGROWTH	Total Rental: 0.00						
						PNG IN BEAVERHILL_LAKE_A;		
						PNG IN BEAVERHILL_LAKE_B		
			----- Related Contracts -----					
			AD00223 A			P&S	Sep 18, 2006	
			AD00224 A			P&S	Sep 18, 2006	
			U00081			UNIT	Dec 27, 1962	
			U00081 A			UNIT	Dec 27, 1962	
				Royalty / Encumbrances				
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD			
Roy Percent:								
Deduction:		STANDARD						
Gas: Royalty:							Prod/Sales:	
S/S OIL: Min:							Prod/Sales:	
Other Percent:							Prod/Sales:	
		Max:	Min Pay:					
			Div:					
			Min:					
		Paid to:	PAIDTO (R)	Paid by:	WI (M)			
		MFPA		PENGROWTH		100.000000000		

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05212

Sub: D

AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) MFPA 100.000000000
Paid by: PAIDBY (R) PENGROWTH 100.000000000

M05212 PNG CR Eff: Oct 10, 1961 160.000 WI UNIT Area : CARSON CREEK
Sub: E WI Exp: Oct 09, 1982 160.000 PENGROWTH 100.000000000 95.11682000 TWP 061 RGE 12 W5M SE 27
DIVPEND 126254 Ext: 15 160.000 JOURNEY ENE 4.88318000 (TR 1 BEAVERHILL LAKE UNIT NO.
PENGROWTH 1)
100.00000000 PENGROWTH Total Rental: 0.00 PNG IN BEAVERHILL_LAKE_A

Status Developed Dev: 160.000 Net 160.000 Undev: 0.000 Acres 0.000 Net 0.000
Related Contracts
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
U00081 UNIT Dec 27, 1962
U00081 A UNIT Dec 27, 1962

Royalty Type LESSOR OVERRIDING ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD

Roy Percent:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05212	E	Deduction: STANDARD					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)	100.000000000	Paid by: PAIDBY (R)			
		MFPA		PENGROWTH		100.000000000	
M05212	PNG	CR	160.000	C05778	A No	WI	Area : CARSON CREEK
Sub: F	WI	Exp: Oct 09, 1982	160.000	PENGROWTH		35.000000000	TWP 061 RGE 12 W5M SE 27
DIV/PEND	126254	Ext: 15	56.000	APACHE		65.000000000	PNG TO BASE MANNVILLE
100.000000000	PENGROWTH	Count Acreage = No		Total Rental: 0.00			
	Status	Undeveloped	Acres	Net	Undev:	Acres	Net
		Dev:	0.000	0.000		160.000	56.000
----- Related Contracts -----							
						AD00223 A	P&S Sep 18, 2006
						AD00224 A	P&S Sep 18, 2006
						C05660 A	RJOA Oct 03, 2008 (I)
						C05778 A	JOA Oct 03, 2007

Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI					
MFPA		PENGROWTH				35.000000000	
		APACHE				65.000000000	

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PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05215 B _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY OIL Product Type Sliding Scale Convertible % of Prod/Sales
Y N 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
ABEN 100.000000000 PENGROWTH 100.000000000

M05171 PNG CR Eff: Jan 30, 1962 320.000 WI
Sub: A WI Exp: Jan 29, 1983 320.000 PENGROWTH 100.000000000
DIV/PEND 124781 Ext: 15 320.000
PENGROWTH Total Rental: 448.00
100.000000000 Count Acreage = No
Status Undeveloped Dev: Acres Net Undev: Acres Net
0.000 0.000 0.000 320.000 320.000
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
Area : CARSON CREEK
TWP 061 RGE 12 W5M N 29
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN BEAVERHILL_LAKE_A

Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type Sliding Scale Convertible % of Prod/Sales
Y N 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Min Pay: Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Max:	Div:	Prod/Sales:
				Min:	Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI (M)		
ABEN		PENGROWTH			
			100.000000000		100.000000000

M05171	PNG	CR	Eff: Jan 30, 1962	320.000	WI	Area : CARSON CREEK
Sub: B	WI	Exp: Jan 29, 1983	320.000	PENGROWTH	95.24413000	TWP 061 RGE 12 W5M N 29
DIV/PEND	124781	Ext: 15	320.000	EMERALD LAKE	4.75587000	(TR 1 BEAVERHILL LAKE UNIT NO. 1)
	PENGROWTH					
100.000000000	PENGROWTH	Total Rental: 0.00				PNG IN BEAVERHILL_LAKE_A
Status	Developed	Dev:	Acres	Net	Acres	Net
			320.000	320.000	0.000	0.000
		Undev:				
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:			Prod/Sales:	
S/S OIL: Min:		Div:			Prod/Sales:	
Other Percent:		Min:			Prod/Sales:	
Paid to:	LESSOR (M)	Paid by:	WI (M)			
ABEN		PENGROWTH				
			100.000000000		100.000000000	

M05170	PNG	CR	Eff: Jan 30, 1962	320.000	WI	Area : CARSON CREEK
Sub: A	WI	Exp: Jan 29, 1983	320.000	PENGROWTH	100.000000000	TWP 061 RGE 12 W5M N 30

(cont'd)

Sub: A

DIVPEND

Net

20.000

-----Related Contracts

AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:			Min Pay:		Prod/Sales:
S/S OIL: Min:		Max:	Div:		Prod/Sales:
Other Percent:			Min:		Prod/Sales:
Paid to:	LESSOR		Paid by:	WI	
ABEN		100.000000000	PENGROWTH	(M)	100.000000000

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05170
Sub: B

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: LESSOR (M)
ABEN
Paid by: WI (M)
PENGROWTH
100.000000000
100.000000000

M05168
Sub: A
DIV/PEND
100.00000000
PNG
WI
118135
PENGROWTH
PENGROWTH
CR
Eff: Dec 22, 1959
Exp: Dec 21, 1980
Ext: 15
Count Acreage = No
Area : CARSON CREEK
TWP 061 RGE 12 W5M N 31, N 32,
N 33
TWP 062 RGE 12 W5M 4-9, S 16,
S 17
PNG TO TOP BEAVERHILL_LAKE
Status
Undeveloped
Dev:
Acres
0.000
Net
0.000
Undev:
5,440.000
Acres
5,440.000
Net
5,440.000
WI
100.000000000
Total Rental: 7616.00
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02653 A NPI Sep 18, 2006

<Linked> Royalty Type
C02653 A NET PROFITS INTEREST
Roy Percent: 10.00000000
Product Type OIL
Sliding Scale N
Convertible N
% of Prod/Sales 89.11276800 % of PROD

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05168	A	Deduction: YES					
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: PAIDTO (R)		Paid by: WI (C)			
	EXXONMOBIL ENER		100.000000000	PENGROWTH		100.000000000	

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

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File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05168 A SEE ARTICLE 10

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAIDTO (R)
MFPA 100.000000000
Paid by: WI
PENGROWTH (M)
100.000000000

M05168 PNG CR Eff: Dec 22, 1959 1,120.000 UNIT Area : CARSON CREEK
Sub: E WI Exp: Dec 21, 1980 1,120.000 PENGROWTH WI 95.11682000 TWP 061 RGE 12 W5M N 31, N 32,
DIVPEND 118135 Ext: 15 1,120.000 JOURNEY ENE 4.88318000 NW 33
PENGROWTH (TR 1 BEAVERHILL LAKE UNIT NO.
100.000000000 PENGROWTH Total Rental: 0.00 1)
Status Developed Dev: 1,120.000 Net 1,120.000 Undev: 0.000 TWP 062 RGE 12 W5M S 6
Acres 1,120.000 Net 0.000 (TR 1 BEAVERHILL LAKE UNIT NO.
1) PNG IN BEAVERHILL_LAKE_A
Royalty / Encumbrances
Royalty Type LESSOR OVERRIDING ROYALTY
Roy Percent:
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
U00081 UNIT Dec 27, 1962

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File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05168	E	Deduction: STANDARD		Min Pay:		Prod/Sales:	
		Gas: Royalty:		Div:		Prod/Sales:	
		S/S OIL: Min:	Max:	Min:		Prod/Sales:	
		Other Percent:					
		Paid to: PAIDTO (R)		Paid by: WI	(M)		
		MFPA	100.00000000	PENGROWTH		100.00000000	
M05178	PNG	CR	320.000		WI		Area : CARSON CREEK
Sub: A	WI	Eff: Jan 30, 1962	320.000	PENGROWTH	100.00000000		TWP 061 RGE 12 W5M S 31
DIV/PEND	124783	Exp: Jan 29, 1983	320.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH	Ext: 15	320.000	Total Rental: 448.00			EXCL PNG IN BEAVERHILL_LAKE_A
100.00000000	PENGROWTH	Count Acreage = No					
	Status	Undeveloped	Acres	Net	Acres	Net	----- Related Contracts -----
		Dev:	0.000	0.000	320.000	320.000	AD00223 A P&S Sep 18, 2006
				Undev:			AD00224 A P&S Sep 18, 2006
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD		
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:		Min Pay:				Prod/Sales:	
S/S OIL: Min:	Max:	Div:				Prod/Sales:	
Other Percent:		Min:				Prod/Sales:	
Paid to: LESSOR (M)		Paid by: WI	(M)				
ABEN		PENGROWTH				100.00000000	

ADXXXXXX

(cont'd)

M05180	PNG	CR	Eff: Jan 30, 1962	320.00	WI	Area : CARSON CREEK TWP 061 RGE 12 W5M S 33 PNG TO TOP BEAVERHILL LAKE
Sub: A	WI	Exp: Jan 29, 1983	320.00	PENGROWTH	100.000000000	
DIVPEND	124785	Ext: 15	320.00			
	PENGROWTH			Total Rental:	448.00	
100.000000000	PENGROWTH		Count	Acreage =	No	----- Related Contracts -----

Status	Acres	Net
Undeveloped	0.000	0.000
	Dev:	Undev:
	0.000	320.000
	Acres	Net
		320.000

	CR	Eff:	Jan 30, 1962	WI	UNIT	Area : CARSON CREEK
M05180	PNG			320.000		
Sub: B	WI	Exp:	Jan 29, 1983	320.000	91.99673800	TWTP 06'1 RGE '12 W5M S 33
				PENGROWTH	100.00000000	

ADXXXXXX

(cont'd)

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Paid to:	PAIDTO	Paid by:	WI
MEPA		PENGROWTH	
	100.00000000		100.00000000
			(M)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
	C02584 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	YES				
		Gas: Royalty:	15.000000000	Min Pay:			Prod/Sales:
M05177	A	S/S OIL: Min:	5.000000000	Max:	15.000000000	Div: 23.83650	Prod/Sales:
		Other Percent:	15.000000000	Min:			Prod/Sales:
		Paid to:	PAYD TO (R)	Paid by:	WI (C)		
		PENGROWTH	100.000000000	COMPOUND ENE		10.000000000	
				RAZOR ENERGY CO		80.000000000	
				PETRO VKG BKRPT		10.000000000	
ALLOWABLE DEDUCTIONS - Dec 01, 1994							
WITH RESPECT TO OIL, A PROPORTIONATE SHARE OF THE ACTUAL COSTS OF TRANSPORTATION. WITH RESPECT TO OTHER SUBSTANCES, COST OF TRANSPORTATION, GATHERING, COMPRESSING, TREATING AND PROCESSING.							
CAP ON DEDUCTIONS - Dec 01, 1994							
SHALL NOT EXCEED 40%, PROVIDED HOWEVER, IN THE EVENT THE ACTUAL TRANSPORTATION, GATHERING COSTS DOES EXCEED 40% OF THE SALES VALUE THEN THE NET PROCEEDS OF SALE PAYABLE BY THE FARMEE TO THE FARMOR FOR THE FARMOR'S ROYALTY SHARE OF PETROLEUM SUBSTANCES SHALL BE REDUCED BY FIFTY PERCENT OF THOSE COSTS THAT EXCEED 40% OF SALES VALUE.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Paid to: PAIDTO (R) Paid by: WI (C)
MFPA 100.000000000 COMPOUND ENE 10.000000000
RAZOR ENERGY CO 80.000000000
PETRO VKG BKRPT 10.000000000

M05177 PNG CR Eff: Jan 19, 1960 320.000 WI
Sub: B WI Exp: Jan 18, 1981 320.000 PENGROWTH
DIV/PEND 117793 Ext: 15 320.000
PENGROWTH
100.000000000 Count Acreage = No
Total Rental: 0.00

Area : CARSON CREEK
TWP 061 RGE 12 W5M E 34
PNG BELOW BASE NOTIKWIN TO TOP
BEAVERHILL_LAKE

Status	Dev:	Acres	Net	Undev:	Acres	Net
Undeveloped		0.000	0.000		320.000	320.000

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.000000000

M05177 PNG CR Eff: Jan 19, 1960 320.000 WI
Sub: C WI Exp: Jan 18, 1981 320.000 PENGROWTH
UNIT Area : CARSON CREEK
91.99673800 TWP 061 RGE 12 W5M E 34

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05177							
Sub: C							
DIV/PEND	117793	Ext: 15	320.000	EMERALD LAKE			5.00726900 (TR 11,12 NORTH BEAVERHILL
	PENGROWTH			RAZOR ENERGY CO			LAKE UNIT NO. 1)
100.000000000	PENGROWTH	Count Acreage = No					PNG IN BEAVERHILL_LAKE
				Total Rental: 0.00			

Status	Acres	Net	Acres	Net	Related Contracts
Developed	320.000	320.000	0.000	0.000	AD00223 A P&S Sep 18, 2006
	Dev:	Undev:			AD00224 A P&S Sep 18, 2006
					C02653 A NPI Sep 18, 2006
					U00080 UNIT Jan 01, 1965
					U00080 K UNIT Jan 01, 1965
					U00080 L UNIT Jan 01, 1965

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.000000000				
	Deduction: YES				
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M05177	C		NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.						
TAKEOVER - Aug 29, 2012									
NO									
SURRENDER - Aug 29, 2012									
NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)									
ROFR - Aug 29, 2012									
NO									
SEE ARTICLE 10									
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales					
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD					
Roy Percent:	STANDARD								
Deduction:									
Gas: Royalty:		Min Pay:	Prod/Sales:						
S/S OIL: Min:	Max:	Div:	Prod/Sales:						
Other Percent:		Min:	Prod/Sales:						
Paid to: PAIDTO (R)		Paid by: WI	(M)						
MFPA	100.00000000	PENGROWTH	100.00000000						

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
M05189	PNG	CR	Eff: May 02, 1961	320.000	C02584 A No	WI	Area : CARSON CREEK
Sub: A	ORR		Exp: May 01, 1982	320.000	COMPOUND ENE	10.000000000	TWP 061 RGE 12 W5M W 34
DIV/PEND	121795		Ext: 15	0.000	RAZOR ENERGY CO	80.000000000	PNG TO BASE NOTIKEWIN
	RAZOR ENERGY CO				PETRO VKG BKRPT	10.000000000	
100.000000000	PENGROWTH		Count Acreage = No				----- Related Contracts -----
				Total Rental: 448.00			AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							C02584 A FO&OP Dec 01, 1994

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02584 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:					
Deduction: YES					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent: 15.000000000					
Min Pay: 23.83650					
Max: 15.000000000 Div: 23.83650					
Min:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					
Paid to: PAIDTO (R)					
PENGROWTH					
Paid by: WI (C)					
COMPOUND ENE					
RAZOR ENERGY CO					
PETRO VKG BKRPT					

ALLOWABLE DEDUCTIONS - Dec 01, 1994
WITH RESPECT TO OIL, A PROPORTIONATE SHARE OF THE ACTUAL COSTS OF TRANSPORTATION. WITH RESPECT TO OTHER SUBSTANCES, COST OF TRANSPORTATION, GATHERING, COMPRESSING, TREATING AND PROCESSING.

CAP ON DEDUCTIONS - Dec 01, 1994
SHALL NOT EXCEED 40%, PROVIDED HOWEVER, IN THE EVENT THE ACTUAL TRANSPORTATION, GATHERING COSTS DOES EXCEED 40% OF THE SALES VALUE THEN THE NET PROCEEDS OF

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M05189 A SALE PAYABLE BY THE FARMEE TO THE FARMOR FOR THE FARMOR'S ROYALTY SHARE OF PETROLEUM SUBSTANCES SHALL BE REDUCED BY FIFTY PERCENT OF THOSE COSTS THAT EXCEED 40% OF SALES VALUE.

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max:
Other Percent:
Paid to: PAIDTO (R) 100.000000000
MFPA
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

M05189 PNG CR Eff: May 02, 1961 320.000 WI
Sub: B WI Exp: May 01, 1982 320.000 PENGROWTH 100.000000000
DIV/PEND 121795 Ext: 15 320.000
PENGROWTH Total Rental: 0.00
100.000000000 Count Acreage = No
Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 320.000 Acres 320.000 Net 320.000
Related Contracts
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
Area : CARSON CREEK
TWP 061 RGE 12 W5M W 34
PNG BELOW BASE NOTIKEWIN TO TOP
BEAVERHILL_LAKE

Royalty / Encumbrances
Royalty Type LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD

PENGROWTH ENERGY CORPORATION

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)						
M05189	B	Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	STANDARD	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:	
		Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: WI PENGROWTH	(M) 100.000000000	
M05189	PNG	CR	Eff: May 02, 1961			Area : CARSON CREEK
Sub: C	WI		Exp: May 01, 1982	PENGROWTH	WI	TWP 061 RGE 12 W5M W 34
DIVPEND	121795		Ext: 15	EMERALD LAKE		(TR 11,12 NORTH BEAVERHILL
	PENGROWTH			RAZOR ENERGY CO		LAKE UNIT NO. 1)
100.000000000	PENGROWTH		Total Rental: 0.00			PNG IN BEAVERHILL_LAKE
	Status	Acres	Dev:	Net	Acres	Related Contracts
	Developed	320.000		320.000	Undev:	AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006
						C02653 A NPI Sep 18, 2006
						U00080 UNIT Jan 01, 1965
						U00080 K UNIT Jan 01, 1965
						U00080 L UNIT Jan 01, 1965
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of PROD
	Roy Percent: 10.000000000					
	Deduction: YES					
	Gas: Royalty:	Min Pay:				Prod/Sales:
	S/S OIL: Min:	Max:				Prod/Sales:
	Other Percent:	Min:				Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI				
EXXONMOBIL ENER		PENGROWTH			(C)	100.000000000

ADXXXXXX

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05189

C

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

Royalty Type
LESSOR OVERRIDING ROYALTY **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**
ALL Y N 100.00000000 % of PROD

Roy Percent:

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05189	C	Deduction: STANDARD					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI	(M)		
		MFPA	100.00000000	PENGROWTH		100.00000000	
M05185	PNG	CR	320.000	U00080	I Bypass	TRACT	Area : CARSON CREEK
Sub: U	WI	Exp: Apr 01, 1980	320.000	PENGROWTH		100.00000000	TWP 061 RGE 12 W5M S 35
DIVPEND	116439	Ext: 15	320.000				(TR I - NORTH BEAVERHILL LAKE
	PENGROWTH			Total Rental: 0.00			UNIT NO. 1)
100.00000000	PENGROWTH						PNG IN BEAVERHILL_LAKE
							(UNITIZED)
				----- Related Contracts -----			
				AD00223 A	P&S		Sep 18, 2006
				AD00224 A	P&S		Sep 18, 2006
				C02653 A	NPI		Sep 18, 2006
				U00080	UNIT		Jan 01, 1965
				U00080 I	UNIT		Jan 01, 1965
				Royalty / Encumbrances			
				Product Type	Sliding Scale	Convertible	% of Prod/Sales
<Linked> C02653 A				OIL	N	N	89.11276800 % of PROD
NET PROFITS INTEREST							
Roy Percent: 10.00000000							
Deduction: YES							
Gas: Royalty:				Min Pay:			Prod/Sales:
S/S OIL: Min:				Div:			Prod/Sales:
Other Percent:				Min:			Prod/Sales:
Paid to: PAIDTO (R)				Paid by: WI	(C)		
EXXONMOBIL ENER				PENGROWTH		100.00000000	
GENERAL REMARKS - Aug 29, 2012							
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)							

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	U		- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS) - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3) - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.				
DEDUCTIONS - Aug 29, 2012							
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.							
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.							
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.							
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.							
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.							

TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent: Min: Prod/Sales:

Paid to: DEPOSITOF(M) Paid by: TRACT (C) 100.000000000
MFPA PENGROWTH

M05185 PNG CR Eff: Apr 02, 1959 320.000 U00080 J Bypass TRACT
Sub: WI Exp: Apr 01, 1980 320.000 PENGROWTH 100.000000000
DIV/PEND 116439 Ext: 15 320.000
PENGROWTH
100.000000000

Total Rental: 0.00

Area : CARSON CREEK
TWP 061 RGE 12 W5M N 35
(TR J - NORTH BEAVERHILL LAKE
UNIT NO. 1)

Status Developed Dev: Acres 320.000 Net 320.000 Undev: 0.000 Acres 0.000 Net 0.000

PNG IN BEAVERHILL_LAKE (UNTIZED)
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02653 A NPI Sep 18, 2006
U00080 UNIT Jan 01, 1965
U00080 J UNIT Jan 01, 1965

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C02653 A NET PROFITS INTEREST OIL N N 89.11276800 % of PROD
Roy Percent: 10.00000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
EXXONMOBIL ENER 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185 V - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.
DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05185	V	Paid to:	DEPOSITOF(M)	Paid by:	TRACT	(C)
		MFPA	100.000000000	PENGROWTH		100.000000000

[illegible]

Status	Acres	Net	Acres	Net	(UNITIZED)
Developed	Dev:	320,000	Undev:	0,000	0,000

[illegible]

<Linked> C02653 A	Royalty Type NET PROFITS INTEREST	Product Type OIL	Sliding Scale N	Convertible N	% of Prod/Sales 89.11276800	% of PROD
	Roy Percent: 10.00000000					
	Deduction: YES					
	Gas: Royalty:		Min Pay:		Prod/Sales:	
	S/S OIL: Min:	Max:	Div:		Prod/Sales:	
	Other Percent:		Min:		Prod/Sales:	

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185 S DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: DEPOSITOR(M)		Paid by: TRACT	(C)	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05185	S	MFPA		100.00000000	PENGROWTH	100.00000000
M05185	PNG	CR	Eff: Apr 02, 1959 Exp: Apr 01, 1980 Ext: 15	320.000 320.000 320.000	U00080 H Bypass PENGROWTH Total Rental: 0.00	TRACT 100.00000000
Sub: T DIVPEND	WI 116439					
100.00000000	PENGROWTH PENGROWTH					
Area : CARSON CREEK TWP 061 RGE 12 W5M N 36 (TR H - NORTH BEAVERHILL LAKE UNIT NO. 1) PNG IN BEAVERHILL_LAKE (UNITIZED)						
Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	320.000		0.000	0.000
				----- Related Contracts -----		
				AD00223 A	P&S	Sep 18, 2006
				AD00224 A	P&S	Sep 18, 2006
				C02653 A	NPI	Sep 18, 2006
				U00080	UNIT	Jan 01, 1965
				U00080 H	UNIT	Jan 01, 1965
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
Royalty / Encumbrances						

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.000000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	(C)	
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code						Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross									
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		*					
(cont'd)												
M05185	T	COSTS.										
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.												
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.												
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.												
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.												
TAKEOVER - Aug 29, 2012												
NO												
SURRENDER - Aug 29, 2012												
NO												
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)												
ROFR - Aug 29, 2012												
NO												
SEE ARTICLE 10												
Royalty Type	LESSOR OVERRIDING ROYALTY	Product Type	ALL	Sliding Scale	Y	Convertible	N	% of Prod/Sales	100.00000000	% of PROD		
Roy Percent:												
Deduction:	STANDARD											
Gas: Royalty:												
S/S OIL: Min:		Max:		Min Pay:		Div:		Prod/Sales:				
Other Percent:				Min:				Prod/Sales:				
Paid to:	DEPOSITOF(M)			Paid by:	TRACT	(C)						
MFPA			100.00000000	PENGROWTH				100.00000000				

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05193							
Sub: D	Developed	Dev:	160.000	114.140	Undev:	0.000	BEAVERHILL LAKE UNIT NO. 1 P&NG IN BEAVERHILL LAKE UNITIZED)
Royalty / Encumbrances							
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	Related Contracts
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.000000000	% of PROD
Roy Percent:							AD00223 A P&S Sep 18, 2006
Deduction:			STANDARD				AD00224 A P&S Sep 18, 2006
Gas: Royalty:				Min Pay:			C05986 A PJOA Jan 04, 2011
S/S OIL: Min:				Div:			U00081 UNIT Dec 27, 1962
Other Percent:				Max:			U00081 F UNIT Dec 27, 1962
Paid to:			DEPOSITOF(M)				
MFPA			100.000000000	Paid by:	POOL (C)		
				PEC CCRK BHL OP		25.000000000	
				PENGROWTH		71.33761500	
				EMERALD LAKE		3.66238500	
M16989							
Sub: B	PNG	CR	Eff: Dec 17, 2009	480.000	C05986 A No	POOL	WI Area : CARSON CREEK
DIV/PEND	WI	Exp: Dec 16, 2014	480.000	PEC CCRK BHL OP	25.000000000		TWP 61 RGE 13 W5M S & NW 13
	0509120357	Ext: 15	342.421	PENGROWTH	71.33761500	95.11682000	
	PENGROWTH			EMERALD LAKE	3.66238500		PNG IN BEAVERHILL_LAKE
	PENGROWTH			EMERALD LAKE		4.88318000	(EXCL 100/13-13-061-13W5/00
							WELL & PRODUCTION)
				Total Rental:	672.00		
Royalty / Encumbrances							
Status			Acres	Net	Undev:	Acres	Related Contracts
Developed		Dev:	480.000	342.421		0.000	C05751 D JVA Feb 01, 2009
							C05986 A PJOA Jan 04, 2011

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:							
Deduction: YES							
M05194	A	Gas: Royalty:	15.000000000	Min Pay:	Prod/Sales:		
		S/S OIL: Min:	5.000000000	Max: 15.000000000 Div: 23.83650	Prod/Sales:		
		Other Percent:		Min:	Prod/Sales:		
		Paid to: ROYALTY (C)	100.000000000	Paid by: WI (C)	100.000000000		
PENGROWTH							
DEDUCTIONS - Aug 29, 2012							
50.0000							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD	
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:	Max:	Min Pay:	Prod/Sales:				
S/S OIL: Min:		Div:	Prod/Sales:				
Other Percent:		Min:	Prod/Sales:				
Paid to: LESSOR (M)	100.000000000	Paid by: WI (C)	100.000000000				
ABEN		TAQA					
M05194	PNG	CR	Eff: May 02, 1961	640.000	WI	Area : CARSON CREEK	
Sub: B	WI	Exp: May 01, 1982	PENGROWTH	100.00000000	TWP 062 RGE 11 W5M 5		
DIVPEND	121789	Ext: 15	PNG IN DETRITAL_SAND				
PENGROWTH	Total Rental:		0.00				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05194

Sub: B

100.00000000 PENGROWTH Count Acreage = No

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Status	Undeveloped	Dev:	0.000	Net	0.000	Undev:	640.000	Acres	640.000	Net	640.000
--------	-------------	------	-------	-----	-------	--------	---------	-------	---------	-----	---------

Royalty / Encumbrances

Royalty Type	LESSOR OVERRIDING ROYALTY	Product Type	ALL	Sliding Scale	Y	Convertible	N	% of Prod/Sales	% of PROD
Roy Percent:									
Deduction:	STANDARD								
Gas: Royalty:		Max:		Min Pay:				Prod/Sales:	
S/S OIL: Min:				Div:				Prod/Sales:	
Other Percent:				Min:				Prod/Sales:	

Paid to:	PAIDTO (R)	Paid by:	WI (M)
MFPA	100.00000000	PENGROWTH	100.00000000

M05194	PNG	CR	Eff: May 02, 1961	640.000	WI	UNIT	Area : CARSON CREEK
Sub: C	WI		Exp: May 01, 1982	640.000	100.00000000	TWP 062 RGE 11 W5M 5	
DIVPEND	121789		Ext: 15	640.000		(TR 29.30 NORTH BEAVERHILL	
	PENGROWTH					LAKE UNIT NO. 1)	
100.00000000	PENGROWTH					PNG IN BEAVERHILL_LAKE	

Total Rental: 0.00

Status	Developed	Dev:	640.000	Net	640.000	Undev:	0.000	Acres	0.000	Net	0.000
--------	-----------	------	---------	-----	---------	--------	-------	-------	-------	-----	-------

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02653 A NPI Sep 18, 2006

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M05194	C		Royalty / Encumbrances				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of PROD	
Roy Percent:		10.00000000					
Deduction:		YES					
Gas: Royalty:				Min Pay:	Prod/Sales:		
S/S OIL: Min:				Div:	Prod/Sales:		
Other Percent:				Min:	Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		WI (C)		
EXXONMOBIL ENER		100.000000000	PENGROWTH		100.000000000		

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)

- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)

- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.

TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.

THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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Page Number: 151
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05194 C SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD
Roy Percent: STANDARD
Deduction:
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.000000000

M05194 PNG CR Eff: May 02, 1961 640.000 WI
Sub: D WI Exp: May 01, 1982 640.000 PENGROWTH 100.000000000
DIV/PEND 121789 Ext: 15 640.000
PENGROWTH Total Rental: 0.00
100.000000000 Count Acreage = No
Area : CARSON CREEK
TWP 062 RGE 11 W5M 5
PNG BELOW BASE PEKISKO TO TOP
BEAVERHILL_LAKE
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

[illegible]

ADXXXXXX

Report Date: Aug 22, 2017
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PENGROWTH ENERGY CORPORATION Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	H	MFPA	100.000000000	PENGROWTH		100.000000000	
M05185	PNG	CR	1,600.000	C02629	A Yes	WI	Area : CARSON CREEK
Sub: J	ORR		1,600.000	TAQA		100.000000000	TWP 062 RGE 11 W5M 6, S 7
DIV/PEND	116439		0.000				TWP 062 RGE 12 W5M 1
	TAQA			Total Rental:	2240.00		PNG TO BASE PEKISKO
100.000000000	PENGROWTH		Count Acreage =	No			EXCL PNG IN DETRITAL_SAND

Status	Dev:	Acres	Net	Undev:	Acres	Net	----- Related Contracts -----
Developed		1,600.000	0.000		0.000	0.000	AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							C02629 A FO Jul 16, 1997

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:					
Deduction: YES					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent:					
Max: 15.000000000					
Min Pay: 23.83650					
Div: 23.83650					
Min:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					

Paid to:	ROYALTY (C)	Paid by:	WI (C)
PENGROWTH		TAQA	
	100.000000000		100.000000000

DEDUCTIONS - Aug 29, 2012
50.0000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 154
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05185	J	Deduction: STANDARD					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: DEPOSITOF(M)		Paid by: WI	(C)		
		MFPA	100.00000000	TAQA		100.00000000	
M05185	PNG	CR	320.000	U00080	AA Bypass	TRACT	Area : CARSON CREEK
Sub: K	WI	Exp: Apr 01, 1980	320.000	PENGROWTH		100.00000000	TWP 062 RGE 11 W5M S 6
DIV/PEND	116439	Ext: 15	320.000		Total Rental: 0.00		(TR AA - NORTH BEAVERHILL LAKE
100.00000000	PENGROWTH						UNIT NO. 1)
	PENGROWTH						PNG IN BEAVERHILL_LAKE
							(UNITIZED)
Status			Acres	Net	Acres	Net	Related Contracts
Developed	Dev:		320.000	320.000	Undev:	0.000	AD00223 A P&S Sep 18, 2006
			Royalty / Encumbrances				AD00224 A P&S Sep 18, 2006
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD	C02653 A NPI Sep 18, 2006
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800		U00080 UNIT Jan 01, 1965
	Roy Percent: 10.00000000						U00080 AA UNIT Jan 01, 1965
	Deduction: YES						
	Gas: Royalty:						
	S/S OIL: Min:	Max:	Min:				
	Other Percent:						
	Paid to: PAIDTO (R)	Paid by: WI					
	EXXONMOBIL ENER	PENGROWTH					
			100.00000000			100.00000000	
GENERAL REMARKS - Aug 29, 2012							
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)							

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185	K		- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS) - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3) - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.				
DEDUCTIONS - Aug 29, 2012							
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.							
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.							
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.							
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.							
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.							

TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:

Report Date: Aug 22, 2017
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Other Percent: Min: Prod/Sales:

Paid to: DEPOSITOF(M) Paid by: TRACT (C) 100.000000000
MFPA PENGROWTH

M05185 PNG CR Eff: Apr 02, 1959 320.000 U00080 AB Bypass TRACT
Sub: L WI Exp: Apr 01, 1980 320.000 PENGROWTH 100.000000000
DIV/PEND 116439 Ext: 15 320.000
PENGROWTH Total Rental: 0.00
100.000000000 PENGROWTH

Status Developed Dev: Acres Net Undev: Acres Net
0.000 0.000 0.000

Royalty / Encumbrances

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C02653 A NET PROFITS INTEREST OIL N 89.11276800 % of PROD
Roy Percent: 10.00000000
Deduction: YES
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
EXXONMOBIL ENER 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185 L - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.
DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	*

(cont'd)

M05185	L	Paid to: MIPA	DEPOSITOF(M)			Paid by:	TRACT PENGROWTH	(C) 100.00000000
<hr/>								
M05185	PNG	CR	Eff: Apr 02, 1959	320.000	U00080	AG Bypass	TRACT	
Sub: M	WI		Exp: Apr 01, 1980	320.000	PENGROWTH		100.000000000	
DIVPEND	116439		Ext: 15	320.000				
			Total Rental:		0.00			
100.000000000	PENGROWTH							
Area : CARSON CREEK								
TWP 062 RGE 11 W5M S 7								
(TR AG - NORTH BEAVERHILL LAKE								
UNIT NO. 1)								
PNG IN BEAVERHILL_LAKE								
(UNITIZED)								
			Status	Acres	Net	Undev:	Acres	Net
			Developed	Dev:	320.000	320.000	0.000	0.000
				----- Related Contracts -----				
				AD00223 A P&S Sep 18, 2006				
				AD00224 A P&S Sep 18, 2006				
				C02653 A NPI Sep 18, 2006				
				U00080 UNIT Jan 01, 1965				
				U00080 AG UNIT Jan 01, 1965				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD

Related Contracts		
AD000223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02653 A	NPI	Sep 18, 2006
U00080	UNIT	Jan 01, 1965
U00080 AG	UNIT	Jan 01, 1965

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.000000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	(C)	
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185 M **DEDUCTIONS - Aug 29, 2012**
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	DEPOSITOR(M)	Paid by:	TRACT	(C)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05185	M	MFPA	100.000000000	PENGROWTH		100.000000000
M05201	PNG	CR	320.000	C02629	A Yes	WI
Sub: A	ORR		320.000	TAQA		100.000000000
DIV/PEND	80		0.000			
	TAQA			Total Rental:	0.00	
100.000000000	PENGROWTH			Count Acreage =	No	
						Area : CARSON CREEK
						TWP 62 RGE 11 W5M S 8
						PNG TO BASE PEKISKO
						EXCL PNG IN DETRITAL_SAND

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02629 A FO Jul 16, 1997

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:					
Deduction: YES					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent:					
Paid to: ROYALTY (C)					
PENGROWTH					
Paid by: WI (C)					
TAQA					
100.000000000					
100.000000000					
DEDUCTIONS - Aug 29, 2012					
50.0000					
Royalty Type					
LESSOR OVERRIDING ROYALTY					
Roy Percent:					
Product Type	Sliding Scale	Convertible	% of Prod/Sales		
ALL	Y	N	100.000000000 % of PROD		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
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** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)						
M05201	A	Deduction: STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:
		S/S OIL: Min:		Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI (C)		
	ABEN		100.00000000	TAQA		100.00000000

M05201	PNG	CR	Eff: Jul 31, 1962	320.000	C02650	A	No	WI	
Sub: B	ORR		Exp: Jul 30, 1972	320.000	RAZOR ENERGY CO			100.00000000	
DIVPEND	80		Ext: 15	0.000					
	RAZOR ENERGY CO			Total Rental: 448.00					
100.00000000	PENGROWTH		Count Acreage = No						
									Area : CARSON CREEK
									TWP 62 RGE 11 W5M S 8
									NG IN DETRITAL_SAND

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02650 A FO Oct 15, 2003

Royalty / Encumbrances				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02650 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
Roy Percent:							
Deduction: UNKNOWN							
Gas: Royalty: 12.50000000							
S/S OIL: Min: 5.00000000							
Other Percent: 12.50000000							
Min Pay: 23.83650							
Max: 12.50000000							
Div: 23.83650							
Min:							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to: ROYALTY (C)							
PENGROWTH							
Paid by: WI (C)							
RAZOR ENERGY CO							
100.00000000							
100.00000000							

DEDUCTIONS - Aug 29, 2012
40.0000

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05201 B Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY
Product Type GAS
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000
% of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
MFPA RAZOR ENERGY CO 100.000000000
Paid by: WI (C)

M05201 PNG CR Eff: Jul 31, 1962 320.000 WI
Sub: C WI Exp: Jul 30, 1972 320.000 PENGROWTH 100.000000000
DIV/PEND 80 Ext: 15 320.000
PENGROWTH
PENGROWTH Count Acreage = No
Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 320.000 Net 320.000
Area : CARSON CREEK
TWP 62 RGE 11 W5M S 8
PET IN DETRITAL_SAND
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000
% of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:

Min Pay:
Prod/Sales:

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** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:		Max:		Div:		Prod/Sales:	
				Min:		Prod/Sales:	
Paid to:	PAIDTO (R)		Paid by:	WI	(M)		
MFPA		100.000000000	PENGROWTH			100.000000000	

M05201	PNG	CR	Eff: Jul 31, 1962	320.000	U00080	AE Bypass	TRACT
Sub: D	WI		Exp: Jul 30, 1972	320.000	PENGROWTH		100.000000000
DIV/PEND	80		Ext: 15	320.000			
				Total Rental: 0.00			
PENGROWTH							
100.000000000							

Area : CARSON CREEK
TWP 62 RGE 11 W5M S 8
(TR 31 NORTH BEAVERHILL LAKE
UNIT NO. 1)
PNG IN BEAVERHILL_LAKE
(UNITIZED)

Status		Acres		Net		Acres		Net	
Developed		Dev:		320.000		Undev:		0.000	
				320.000				0.000	

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02653 A NPI Sep 18, 2006
U00080 UNIT Jan 01, 1965
U00080 AE UNIT Jan 01, 1965

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
Roy Percent: 10.000000000					
Deduction: YES					
Gas: Royalty:		Min Pay:		Prod/Sales:	
S/S OIL: Min:		Div:		Prod/Sales:	
Other Percent:		Min:		Prod/Sales:	
Paid to:	PAIDTO (R)		Paid by:	WI	(C)
EXXONMOBIL ENER		100.000000000	PENGROWTH		
				100.000000000	

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05201 D - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.
DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		Lease Description / Rights Held

(cont'd)

M05203

Sub: A

100.00000000 RAZOR ENERGY CO

AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02650 A	FO	Oct 15, 2003
C02653 C	NPI	Sep 18, 2006 (I)

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02650 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:					
Deduction: UNKNOWN					
Gas: Royalty: 12.50000000					
S/S OIL: Min: 5.00000000					
Other Percent: 12.50000000					
				Min Pay:	Prod/Sales:
				Max: 12.50000000	Prod/Sales:
				Div: 23.83650	Prod/Sales:
				Min:	Prod/Sales:

Paid to:	ROYALTY (C)	Paid by:	WI	(C)
	PENGROWTH		RAZOR ENERGY CO	100.00000000
				100.00000000

DEDUCTIONS - Aug 29, 2012
40.0000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05203	A	Paid to: ABEN	LESSOR (M)	100.00000000	Paid by: RAZOR ENERGY CO	WI (C)	100.00000000
M05185	PNG	CR	Eff: Apr 02, 1959	320.000	U00080	Y Bypass	TRACT
Sub: Y	WI		Exp: Apr 01, 1980	320.000	PENGROWTH		100.000000000
DIVPEND	116439		Ext: 15	320.000			
		PENGROWTH			Total Rental:	0.00	
100.000000000		PENGROWTH					
		Status		Acres	Net	Acres	Net
		Developed	Dev:	320.000	320.000	Undev:	0.000
				Royalty / Encumbrances			
				AD00223 A P&S Sep 18, 2006			
				AD00224 A P&S Sep 18, 2006			
				C02653 A NPI Sep 18, 2006			
				U00080 UNIT Jan 01, 1965			
				U00080 Y UNIT Jan 01, 1965			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of	PROD

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185 Y **DEDUCTIONS - Aug 29, 2012**
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	DEPOSITOR(M)	Paid by:	TRACT	(C)

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

(cont'd)

100.000000000

Area : CARSON CREEK
TWP 062 RGE 12 W5M N 1
(TR Z - NORTH BEAVERHILL LAKE
NO. 1)

PNG IN BEAVERHILL_LAKE
(UNITIZED)

Related Contracts		
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02653 A	NPI	Sep 18, 2006
U00080	UNIT	Jan 01, 1965
U00080 Z	UNIT	Jan 01, 1965

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.000000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	(C)	
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M05185	Z	COSTS.							
		NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.							
		PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.							
		TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.							
		THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.							
		TAKEOVER - Aug 29, 2012							
		NO							
		SURRENDER - Aug 29, 2012							
		NO							
		IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
		ROFR - Aug 29, 2012							
		NO							
		SEE ARTICLE 10							
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD		
		Roy Percent:							
		Deduction:	STANDARD						
		Gas: Royalty:		Min Pay:			Prod/Sales:		
		S/S OIL: Min:	Max:	Div:			Prod/Sales:		
		Other Percent:		Min:			Prod/Sales:		
		Paid to:	DEPOSITOF(M)	Paid by:	TRACT	(C)			
		MPPA	100.00000000	PENGROWTH			100.00000000		

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

Area : CARSON CREEK
TWP 062 RGE 12 W5M
(TR W - NORTH BEAVER
NO. 1)

PNG IN BEA
(UNITIZED)

Sep 18, 2006
Sep 18, 2006
Sep 18, 2006
Jan 01, 1965
Jan 01, 1965

ertible	% of Prod/Sales
N	89.11276800 % of PROD

Prod/Sales:

(c) 100.000000000

GENERAL REMARKS - Aug 29, 2012

DEDUCTIONS - Aug 29, 2012

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05185	W						PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type							
LESSOR OVERRIDING ROYALTY							
Product Type							
ALL							
Sliding Scale							
Y							
Convertible							
N							
% of Prod/Sales							
100.00000000							
% of PROD							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Min Pay:							
Div:							
Min:							
Paid to:							
DEPOSITOF(M)							
MFPA							
100.00000000							
Paid by:							
TRACT							
(C)							
PENGROWTH							
100.00000000							
M05185							
PNG							
CR							
Eff: Apr 02, 1959							
Exp: Apr 01, 1980							
320.000							
U00080							
X Bypass							
TRACT							
100.00000000							
Area : CARSON CREEK							
TWP 062 RGE 12 W5M N 2							

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 173
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M05185						
Sub: X						
DIV/PEND	116439	Ext: 15	320.000	Total Rental:	0.00	
	PENGROWTH					(TR X - NORTH BEAVERHILL LAKE NO. 1)
100.00000000	PENGROWTH					PNG IN BEAVERHILL_LAKE (UNITIZED)

Status		Dev:	Acres	Net	Undev:	Acres	Net
Developed			320.000	320.000		0.000	0.000

----- Related Contracts -----

AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02653 A	NPI	Sep 18, 2006
U00080	UNIT	Jan 01, 1965
U00080 X	UNIT	Jan 01, 1965

Royalty / Encumbrances				Product Type			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of	PROD
Roy Percent: 10.00000000							
Deduction: YES							
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:		Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to: PAIDTO (R)		Paid by: WI (C)					
EXXONMOBIL ENER		PENGROWTH		100.00000000			

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05185	X						NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type							
LESSOR OVERRIDING ROYALTY							
Product Type							
ALL							
Sliding Scale							
Y							
Convertible							
N							
% of Prod/Sales							
100.00000000							
% of PROD							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Min Pay:							
Div:							
Min:							
Paid by:							
TRACT							
(C)							
PENGROWTH							
100.00000000							
Paid to:							
DEPOSITOF(M)							
MFPA							
100.00000000							
Eff:							
Jan 19, 1960							
CR							
A							
C02561							
No							
WI							
Area : CARSON CREEK							

Report Date: Aug 22, 2017
Page Number: 175
** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05174							
Sub: A	WI	Exp: Jan 18, 1981	320.000	PENGROWTH		54.390000000	TWP 062 RGE 12 W5M E 3
DIV/PEND	117794	Ext: 15	174.048	RAZOR ENERGY CO		45.61000000	PNG TO TOP BEAVERHILL_LAKE
	PENGROWTH						
100.000000000	PENGROWTH	Count Acreage = No	Total Rental: 0.00				
							----- Related Contracts -----
						AD00223 A	P&S Sep 18, 2006
						AD00224 A	P&S Sep 18, 2006
						C02561 A	JOA Mar 01, 1994
						C02653 D	NPI Sep 18, 2006

				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 D	NET PROFITS INTEREST	OIL	N	N	54.39000000	% of	PROD
	Roy Percent: 10.00000000						
	Deduction: YES						
	Gas: Royalty:	Max:	Min Pay:				Prod/Sales:
	S/S OIL: Min:		Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: PAIDBY (R)					
	EXXONMOBIL ENER	100.000000000	PENGROWTH				100.000000000
GENERAL REMARKS - Aug 29, 2012							
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)							
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)							
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)							
DEDUCTIONS - Aug 29, 2012							
YES							
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.							
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR							

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

Lease Description / Rights Held

(cont'd)

TWP 062 RGE 12 W5M E 3
(TR 22 NORTH BEAVERHILL)
UNIT NO. 1)

Total Rental: 448.00

Related Contracts	
AD000223 A	P&S
AD000224 A	P&S
C02561 B	JOA
C02653 A	NPI
U00080	UNIT
U00080 V	UNIT

Prod/Sales:

GENERAL REMARKS - Aug 29, 2012

- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS:

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05174	B		NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.				
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type							
LESSOR OVERRIDING ROYALTY ALL							
Product Type							
ALL							
Sliding Scale							
Y							
Convertible							
N							
% of Prod/Sales							
100.00000000							
% of PROD							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Min Pay:							
Div:							
Min:							
Paid by:							
WI							
(C)							
PENGROWTH							
54.39000000							
RAZOR ENERGY CO							
45.61000000							

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M05168	PNG	CR	Eff: Dec 22, 1959	4,640.000		WI	UNIT Area : CARSON CREEK
Sub: D	WI		Exp: Dec 21, 1980	PENGROWTH	100.000000000		91.99673800 TWP 062 RGE 12 W5M 4, 5, N 6,
DIV/PEND	118135		Ext: 15	EMERALD LAKE			5.00726900 7-9, S 16, S 17, S 18,
	PENGROWTH			RAZOR ENERGY CO			2.99599300 (TR 16-20, 41-47, 54 NORTH
100.00000000	PENGROWTH						BEAVERHILL LAKE UNIT NO. 1)
				Total Rental: 0.00			PNG IN BEAVERHILL_LAKE
Status	Acres	Net	Acres	Net	Acres	Net	Related Contracts
Developed	4,640.000	4,640.000	Undev:	0.000	0.000	0.000	AD00223 A P&S Sep 18, 2006
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of	PROD
	Roy Percent: 10.00000000						
	Deduction: YES						
	Gas: Royalty:	Min Pay:				Prod/Sales:	
	S/S OIL: Min:	Div:				Prod/Sales:	
	Other Percent:	Min:				Prod/Sales:	
	Paid to: PAIDTO (R)	Paid by: WI	(C)				
	EXXONMOBIL ENER	PENGROWTH			100.000000000		

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05168	D						NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type							
LESSOR OVERRIDING ROYALTY							
Product Type							
ALL							
Sliding Scale							
Y							
Convertible							
N							
% of Prod/Sales							
100.00000000							
% of PROD							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Min Pay:							
Div:							
Min:							
Paid by:							
WI							
(M)							
PENGROWTH							
100.00000000							
Paid to:							
PAIDTO (R)							
MFPA							
UNIT							
Area : CARSON CREEK							
M05168	PNG	CR	Eff:	Dec 22, 1959	1,120.000	WI	

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

[illegible]

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05168	G		NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.				
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:	STANDARD						
Deduction:							
Gas: Royalty:							Prod/Sales:
S/S OIL: Min:	Max:	Min Pay:	Div:				Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)			
MFPA		100.00000000	PENGROWTH				100.00000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M05188	PNG	CR	Eff: Apr 26, 1960	320.000		WI	Area : CARSON CREEK
Sub: A	WI		Exp: Apr 25, 1981	PENGROWTH		100.000000000	TWP 062 RGE 12 W5M N 10
DIV/PEND	118622		Ext: 15	320.000			PNG TO TOP BEAVERHILL_LAKE
	PENGROWTH			Total Rental: 0.00			
100.000000000	PENGROWTH	Count Acreage = No					
	Status	Acres	Net	Acres	Net		----- Related Contracts -----
	Undeveloped	Dev:	0.000	Undev:	320.000	320.000	AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							C02501 A FO Aug 29, 1961

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02501 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 15.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	OBSIDIAN PRT	100.000000000	PENGROWTH		100.000000000
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
	Roy Percent:				
	Deduction: STANDARD				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (M)		
	MFPA	100.000000000	PENGROWTH		100.000000000

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type				
File Status	Int Type / Lse No/Name		Exposure Gross	Oper.Cont.	ROFR	DOI Code
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

[illegible]

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.000000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO (R)	Paid by:	WI (C)	
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U000800 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05188 B COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02501 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 15.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	OBSIDIAN PRT	100.00000000	PENGROWTH		100.00000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05188 B Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
MFPA 100.000000000
Paid by: WI (C)
PENGROWTH 100.000000000

M05175 PNG CR Eff: Jan 19, 1960 320.000 C02629 A Yes WI
Sub: A ORR Exp: Jan 18, 1981 320.000 TAQA 100.000000000
DIV/PEND 117795 Ext: 15 0.000
TAQA Total Rental: 0.00
100.000000000 PENGROWTH Count Acreage = No
Status Developed Acres 320.000 Net 0.000 Undev: 0.000 Acres Net
Dev: 0.000
Area : CARSON CREEK
TWP 62 RGE 12 W5M N 11
PNG TO BASE PEKISKO
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02629 C FO Jul 16, 1997
C02629 A FO Jul 16, 1997

<Linked> Royalty Type
C02629 C GROSS OVERRIDING ROYALTY
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 54.39000000 % of PROD
Roy Percent:
Deduction: YES
Gas: Royalty: 15.00000000
S/S OIL: Min:
Min Pay:
Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

5.00000000 Max: 15.00000000 Div: 23.83650 Prod/Sales:

Other Percent: Min: Prod/Sales:

Paid to: ROYALTY (C) Paid by: WI (C) Prod/Sales:

PENGROWTH 100.00000000 TAQA 100.00000000

DEDUCTIONS - Aug 29, 2012

50.0000

M05175 A Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Roy Percent: STANDARD Min Pay: Prod/Sales:

Gas: Royalty: Max: Div: Prod/Sales:

S/S OIL: Min: Min: Min: Prod/Sales:

Other Percent:

Paid to: LESSOR (M) Paid by: WI (C) Prod/Sales:

ABEN 100.00000000 TAQA 100.00000000

M05175	PNG	CR	Eff: Jan 19, 1960	320.000	C02561	A	No	WI	Area : CARSON CREEK
Sub: B	WI		Exp: Jan 18, 1981	320.000	PENGROWTH			54.39000000	TWP 62 RGE 12 W5M N 11
DIV/PEND	117795		Ext: 15	174.048	RAZOR ENERGY CO			45.61000000	PNG BELOW BASE PEKISKO TO TOP
	PENGROWTH								BEAVERHILL_LAKE
100.00000000	PENGROWTH		Count Acreage =	No	Total Rental:	0.00			

Status	Dev:	Acres	Net	Undev:	Acres	Net
Undeveloped		0.000	0.000		320.000	174.048

Related Contracts

AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
C02561 A	JOA	Mar 01, 1994

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05175 B _____ Royalty / Encumbrances _____ C02653 D NPI Sep 18, 2006

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C02653 D NET PROFITS INTEREST OIL N 54.39000000 % of PROD
Roy Percent: 10.00000000
Deduction: YES
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Prod/Sales:
Other Percent: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: PAIDBY (R)
EXXONMOBIL ENER 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

DEDUCTIONS - Aug 29, 2012

YES
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE

COSTS.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR
CALCULATION AND TRACKING DETAILS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN
NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, IE.
CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.

NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE
MONITORING.

TAKEOVER - Aug 29, 2012

NO

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05175 B SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD
Roy Percent: STANDARD
Deduction:
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: PAIDTO (R) Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 54.390000000
RAZOR ENERGY CO 45.610000000

M05175 PNG CR Eff: Jan 19, 1960 320.000 U00080 AL Bypass WI Area : CARSON CREEK
Sub: C WI Exp: Jan 18, 1981 320.000 PENGROWTH 54.390000000 TWP 62 RGE 12 W5M N 11
DIVPEND 117795 Ext: 15 174.048 RAZOR ENERGY CO 45.610000000 (TR 38 NORTH BEAVERHILL LAKE
PENGROWTH UNIT NO. 1)
100.000000000 PENGROWTH Total Rental: 448.00 PNG IN BEAVERHILL_LAKE
(UNITIZED)
Status Acres Net Undev: Acres Net
Developed 320.000 174.048 0.000
Dev: 320.000 174.048 0.000
Royalty / Encumbrances
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02561 B JOA Mar 01, 1994
C02653 A NPI Sep 18, 2006

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held		
(cont'd)									
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of PROD	U00080	UNIT	Jan 01, 1965
	Roy Percent: 10.00000000						U00080 AL	UNIT	Jan 01, 1965
	Deduction: YES								
	Gas: Royalty:	Max:	Min Pay:	Div:	Prod/Sales:				
	S/S OIL: Min:			Min:	Prod/Sales:				
	Other Percent:				Prod/Sales:				
M05175	C								
	Paid to: PAIDTO (R)		Paid by: WI (C)						
	EXXONMOBIL ENER	100.00000000	PENGROWTH			100.00000000			
GENERAL REMARKS - Aug 29, 2012									
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)									
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)									
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)									
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.									
DEDUCTIONS - Aug 29, 2012									
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.									
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.									
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.									
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.									
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.									
TAKEOVER - Aug 29, 2012									
NO									
SURRENDER - Aug 29, 2012									
NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2									

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
M05175	C	YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS) ROFR - Aug 29, 2012 NO SEE ARTICLE 10					
			Royalty / Encumbrances				
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.00000000	% of PROD
Roy Percent:							
Deduction:			STANDARD				
Gas: Royalty:				Min Pay:		Prod/Sales:	
S/S OIL: Min:			Max:	Div:		Prod/Sales:	
Other Percent:				Min:		Prod/Sales:	
Paid to:			PAIDTO (R)	Paid by:	TRACT (C)		
MFPA			100.000000000	PENGROWTH		54.390000000	
				RAZOR ENERGY CO		45.610000000	
M05185	PNG	CR	640.000	C02629	A	WI	Area : CARSON CREEK
Sub: F	ORR		640.000	TAQA		100.000000000	TWP 062 RGE 12 W5M S 11, S 12
DIVPEND	116439		0.000				PNG TO BASE PEKISKO
			Total Rental:		896.00		
100.000000000			Count Acreage =		No		----- Related Contracts -----
Status			Acres	Net	Acres	Net	AD00223 A P&S Sep 18, 2006
Developed			Dev:	0.000	Undev:	0.000	AD00224 A P&S Sep 18, 2006
							C02629 A FO Jul 16, 1997
			Royalty / Encumbrances				

ADXXXXXX

** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
<Linked>							
C02629 A	ROYALTY TYPE	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:							
Deduction: YES							
Gas: Royalty: 15.00000000							
S/S OIL: Min: 5.00000000							
Other Percent:							
Max: 15.00000000							
Min Pay: 23.83650							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to: ROYALTY (C)							
PENGROWTH							
100.00000000							
Paid by: WI							
TAQA							
100.00000000							
DEDUCTIONS - Aug 29, 2012							
50.0000							
Royalty / Encumbrances							
Royalty Type							
LESSOR OVERRIDING ROYALTY							
Product Type							
ALL							
Sliding Scale							
Y							
Convertible							
N							
100.00000000							
% of PROD							
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:							
S/S OIL: Min:							
Other Percent:							
Max:							
Min Pay:							
Div:							
Min:							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to: DEPOSITOF(M)							
MFPA							
100.00000000							
Paid by: WI							
TAQA							
100.00000000							
M05185							
PNG							
CR							
Eff: Apr 02, 1959							
Exp: Apr 01, 1980							
Ext: 15							
116439							
PENGROWTH							
Total Rental: 0.00							
Area : CARSON CREEK							
TWP 062 RGE 12 W5M S 11							
(TR AK - NORTH BEAVERHILL LAKE							
NO. 1)							

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185
Sub: O
100.00000000 PENGROWTH

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	320.000		0.000	0.000
PNG IN BEAVERHILL_LAKE (UNITIZED)						
----- Related Contracts -----						
AD00223 A	P&S	Sep 18, 2006				
AD00224 A	P&S	Sep 18, 2006				
C02653 A	NPI	Sep 18, 2006				
U00080	UNIT	Jan 01, 1965				
U00080 AK	UNIT	Jan 01, 1965				

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
Roy Percent: 10.00000000					
Deduction: YES					
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
EXXONMOBIL ENER 100.000000000

Paid by: WI (C)
PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M05185	O		CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.						
TAKEOVER - Aug 29, 2012									
NO									
SURRENDER - Aug 29, 2012									
NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)									
ROFR - Aug 29, 2012									
NO									
SEE ARTICLE 10									
Royalty Type									
LESSOR OVERRIDING ROYALTY									
Product Type									
ALL									
Sliding Scale									
Y									
Convertible									
N									
% of Prod/Sales									
100.00000000									
Prod/Sales:									
Prod/Sales:									
Prod/Sales:									
Min Pay:									
Div:									
Min:									
Paid by:									
TRACT									
(C)									
100.00000000									

M05185	PNG	CR	Eff: Apr 02, 1959	320.000	U00080	AI Bypass	TRACT	Area : CARSON CREEK
Sub: N	WI		Exp: Apr 01, 1980	320.000	PENGROWTH		100.00000000	TWP 062 RGE 12 W5M S 12
DIV/PEND	116439		Ext: 15	320.000				(TR AI - NORTH BEAVERHILL

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05185							
Sub: N	PENGROWTH						
100.00000000	PENGROWTH						
							LAKE NO. 1)
							PNG IN BEAVERHILL_LAKE
							(UNITIZED)
							----- Related Contracts -----
							AD00223 A P&S Sep 18, 2006
							AD00224 A P&S Sep 18, 2006
							C02653 A NPI Sep 18, 2006
							U00080 UNIT Jan 01, 1965
							U00080 AI UNIT Jan 01, 1965

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Min Pay:			Prod/Sales:
	S/S OIL: Min:	Max:			Prod/Sales:
	Other Percent:	Min:			Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI			
	EXXONMOBIL ENER	PENGROWTH			
					100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR

PENGROWTH ENERGY CORPORATION

Mineral Property Report

WILLIAMS POPULARITY REPORT

M05196	PNG	CR	Eff: May 02, 1961	320.000	C02629	A	Yes	WI	Area : CARSON CREEK
Sub: A	ORR		Exp: May 01, 1982	320.000	TAQA			100.000000000	TWP 62 RGE 12 W5M N 12
DIVPEND	121792		Ext: 15	0.000					PNG TO BASE PEKISKO

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05196
Sub: A TAQA
100.00000000 PENGROWTH Count Acreage = No
Total Rental: 448.00
Status Developed Dev: 320.000 Acres Net 0.000 Undev: 0.000 Acres Net 0.000
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
C02629 A FO Jul 16, 1997

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02629 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent: YES					
Deduction: 15.000000000					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent:					
Min Pay: 23.83650					
Max: 15.000000000					
Min:					
Paid to: ROYALTY (C)					
PENGROWTH					
Paid by: WI (C)					
TAQA					
100.000000000					
100.000000000					

DEDUCTIONS - Aug 29, 2012					
50.0000					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent: STANDARD					
Deduction:					
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					
Min Pay:					
Div:					
Min:					
Max:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

M05196
Sub: C
100.00000000 PENGROWTH

GROWTH				PNG IN BEAVERHILL_LAKE (UNITIZED)			
Status	Developed	Acres	Net	Acres	Net		
		Dev:	320.000				
Royalty / Encumbrances				Related Contracts			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	AD00223 A	P&S
						AD00224 A	P&S
						C02653 A	NPI
						U00080	UNIT
						U00080 AJ	UNIT
						Sep 18, 2006	Sep 18, 2006
						Sep 18, 2006	Sep 18, 2006
						Sep 18, 2006	Sep 18, 2006
						Jan 01, 1965	Jan 01, 1965
						Jan 01, 1965	Jan 01, 1965

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD

Roy Percent:	10.00000000
Deduction:	YES
Gas: Royalty:	
S/S OIL: Min:	
Other Percent:	

Min Pay:	Prod/Sales:
Div:	Prod/Sales:
Min:	Prod/Sales:

Paid to:	PAIDTO	(R)	Paid by:	WI	(C)
EXXONMOBIL ENER		100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS:

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M05196	C		CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.						
TAKEOVER - Aug 29, 2012									
NO									
SURRENDER - Aug 29, 2012									
NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)									
ROFR - Aug 29, 2012									
NO									
SEE ARTICLE 10									
Royalty Type									
LESSOR OVERRIDING ROYALTY									
Product Type									
ALL									
Sliding Scale									
Y									
Convertible									
N									
% of Prod/Sales									
100.00000000									
% of PROD									
Prod/Sales:									
Prod/Sales:									
Prod/Sales:									
Min Pay:									
Div:									
Min:									
Paid by:									
TRACT									
(C)									
100.00000000									
Paid to: PAIDTO (R)									
MFPA									
100.00000000									
Area : CARSON CREEK									
TWP 062 RGE 12 W5M N 14									
PNG TO TOP BEAVERHILL_LAKE									

M05176 PNG CR Eff: Jan 08, 1962 320.000 WI
Sub: A WI Exp: Jan 07, 1983 320.000 PENGROWTH 100.00000000
DIVPEND 126261 Ext: 15 320.000

(cont'd)

Acres	Net
320.000	320.000

----- Related Contracts -----	
AD00223 A	P&S Sep 18, 2006
AD00224 A	P&S Sep 18, 2006

(M)

Total Rental: 0.00

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05176	B				Royalty / Encumbrances	
						U00080 UNIT Jan 01, 1965
						U00080 AY UNIT Jan 01, 1965

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to:	PAIDTO (R)	Paid by:	WI (C)
EXXONMOBIL ENER	100.000000000	PENGROWTH	100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05176 B SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Paid to: PAIDTO (R)
MFPA
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.00000000 % of PROD
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid by: WI (M)
PENGROWTH
100.00000000

M05195 PNG CR Eff: May 02, 1961 320.000 WI
Sub: A WI Exp: May 01, 1982 320.000 PENGROWTH 100.00000000
DIV/PEND 121794 Ext: 15 320.000
PENGROWTH
PENGROWTH
100.00000000 Count Acreage = No
Total Rental: 448.00
Area : CARSON CREEK
TWP 062 RGE 12 W5M S 14
PNG TO TOP BEAVERHILL_LAKE
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Status
Undeveloped
Dev: 0.000
Acres 0.000
Net 0.000
Undev: 0.000
Acres 320.000
Net 320.000

Royalty / Encumbrances

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05195	A	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD	
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:	Max:	Min Pay:	Prod/Sales:		
		S/S OIL: Min:		Div:	Prod/Sales:		
		Other Percent:		Min:	Prod/Sales:		
		Paid to:	PAIDTO (R)	Paid by:	WI	(M)	
		MFPA	100.00000000	PENGROWTH	100.00000000		
M05195	PNG	CR	Eff: May 02, 1961	320.000		WI	UNIT
Sub: B	WI	Exp: May 01, 1982	320.000	PENGROWTH	100.00000000	91.99673800	TWP 062 RGE 12 W5M S 14
	121794	Ext: 15	320.000	EMERALD LAKE		5.00726900	(TR 50 NORTH BEAVERHILL LAKE
	PENGROWTH			RAZOR ENERGY CO		2.99599300	UNIT NO. 1)
100.00000000	PENGROWTH		Total Rental:	0.00	PNG IN BEAVERHILL_LAKE		
Status			Acres	Net	Acres	Net	Related Contracts
Developed		Dev:	320.000	320.000	Undev:	0.000	AD00223 A P&S Sep 18, 2006
						0.000	AD00224 A P&S Sep 18, 2006
							C02653 A NPI Sep 18, 2006
							U00080 UNIT Jan 01, 1965
							U00080 AX UNIT Jan 01, 1965
<Linked> Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C02653 A	NET PROFITS INTEREST		OIL	N	N	89.11276800	% of PROD
	Roy Percent:		10.00000000				
	Deduction:		YES				
	Gas: Royalty:		Max:	Min Pay:	Prod/Sales:		
	S/S OIL: Min:			Div:	Prod/Sales:		
	Other Percent:			Min:	Prod/Sales:		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05195	B	Paid to: PAIDTO (R) EXXONMOBIL ENER	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000	
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GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
M05195	B	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	WI	(M)	
		MFPA	100.000000000	PENGROWTH		100.000000000	
M05179	PNG	CR		Eff:	Jan 08, 1962	320.000	WI
Sub: A	WI			Exp:	Jan 07, 1983	PENGROWTH	100.000000000
DIVPEND	126262			Ext:	15	320.000	
	PENGROWTH			Total Rental:	448.00		
100.000000000	PENGROWTH	Count Acreage =	No				
							Area : CARSON CREEK
							TWP 062 RGE 12 W5M N 15
							PNG TO TOP BEAVERHILL_LAKE
	Status						----- Related Contracts -----
	Undeveloped	Dev:	Acres	Net	Acres	Net	AD00223 A P&S Sep 18, 2006
			0.000	0.000	320.000	320.000	AD00224 A P&S Sep 18, 2006
				Royalty / Encumbrances			
	Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR OVERRIDING ROYALTY	ALL			Y	N	100.000000000 % of PROD
	Roy Percent:						
	Deduction:	STANDARD					
	Gas: Royalty:		Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI	(M)	
	MFPA	100.000000000		PENGROWTH		100.000000000	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

[illegible]

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.00000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO (R)	Paid by:	(C)	
	EXXONMOBIL ENER	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
 - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
 - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code						Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross									
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*						
(cont'd)												
M05179	B	COSTS.										
		NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.										
		PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.										
		TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.										
		THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.										
		TAKEOVER - Aug 29, 2012										
		NO										
		SURRENDER - Aug 29, 2012										
		NO										
		IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)										
		ROFR - Aug 29, 2012										
		NO										
		SEE ARTICLE 10										

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
M05202	PNG	CR	Eff: Aug 01, 1961 Exp: Jul 31, 1982 Ext: 15	WI		Area : CARSON CREEK TWP 062 RGE 12 W5M S 15 PNG TO TOP BEAVERHILL_LAKE
Sub: A DIVPEND	WI 122786 PENGROWTH		320.000 320.000 320.000	PENGROWTH	100.000000000	
100.000000000	PENGROWTH	Count Acreage = No	Total Rental: 448.00			----- Related Contracts ----- AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006
Status Undeveloped	Acres 0.000	Dev:	Net 0.000	Undev:	Acres 320.000	Net 320.000
Royalty / Encumbrances						
Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.000000000	% of PROD	
Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	Max: Min Pay: Div: Min:			Prod/Sales: Prod/Sales: Prod/Sales:		
Paid to: LESSOR (M) ABEN	100.000000000	WI PENGROWTH	(M) 100.000000000			
M05202	PNG	CR	Eff: Aug 01, 1961 Exp: Jul 31, 1982 Ext: 15	WI		Area : CARSON CREEK TWP 062 RGE 12 W5M S 15 (TR 48 NORTH BEAVERHILL LAKE UNIT NO. 1) PNG IN BEAVERHILL_LAKE
Sub: B DIVPEND	WI 122786 PENGROWTH		320.000 320.000 320.000	PENGROWTH EMERALD LAKE RAZOR ENERGY CO	100.000000000	UNIT 91.99673800 5.00726900 2.99599300
100.000000000	PENGROWTH		Total Rental: 0.00			----- Related Contracts ----- AD00223 A P&S Sep 18, 2006 AD00224 A P&S Sep 18, 2006
Status Developed	Acres 320.000	Dev:	Net 320.000	Undev:	Acres 0.000	Net 0.000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05202

Sub: B

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)	
	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05202 B TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: LESSOR (M)
ABEN 100.00000000
Paid by: WI (M)
PENGROWTH 100.00000000

M05184 PNG CR Eff: Apr 30, 1963 320.000 WI
Sub: A WI Exp: Apr 29, 1973 320.000 PENGROWTH 100.00000000
DIV/PEND 977 Ext: 15 320.000
PENGROWTH Total Rental: 448.00
100.00000000 PENGROWTH Count Acreage = No
Status Undeveloped Acres 0.000 Net 0.000 Undev: 320.000 Net 320.000
Dev: 0.000
Area : CARSON CREEK
TWP 062 RGE 12 W5M N 16
PNG TO TOP BEAVERHILL_LAKE
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05184
Sub: A

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
MFPA 100.000000000
Paid by: WI
PENGROWTH (M)
100.000000000

M05184	PNG	CR	Eff: Apr 30, 1963	320.000	WI	UNIT	Area : CARSON CREEK
Sub: B	WI	Exp: Apr 29, 1973	PENGROWTH	100.000000000	91.99673800	TWP 062 RGE 12 W5M N 16	
DIV/PEND	977	Ext: 15	EMERALD LAKE		5.00726900	(TR 53 NORTH BEAVERHILL LAKE	
	PENGROWTH		RAZOR ENERGY CO		2.99599300	UNIT NO. 1)	
100.000000000	PENGROWTH					PNG IN BEAVERHILL_LAKE	

Total Rental: 0.00

Status	Acres	Net	Undev:	Acres	Net	Related Contracts
Developed	320.000	320.000		0.000	0.000	AD00223 A P&S Sep 18, 2006
						AD00224 A P&S Sep 18, 2006
						C02653 A NPI Sep 18, 2006
						U00080 UNIT Jan 01, 1965
						U00080 BA UNIT Jan 01, 1965

<Linked> Royalty Type
C02653 A NET PROFITS INTEREST
Product Type OIL
Sliding Scale N
Convertible N
% of Prod/Sales 89.11276800 % of PROD

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05184	B	Roy Percent:	10.00000000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 214
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M05184 B ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:		Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to: MFPA	PAIDTO (R)		Paid by: WI (M)		
	100.000000000		PENGROWTH		100.000000000

M05186 PNG CR Eff: Apr 30, 1963 320.000 WI
Sub: A WI Exp: Apr 29, 1973 320.000 PENGROWTH 100.000000000
DIV/PEND 1049 Ext: 15 320.000
PENGROWTH Total Rental: 448.00
100.000000000 Count Acreage = No
Status Undeveloped Acres 0.000 Net 0.000 Undev: 320.000 Net 320.000
Dev: 0.000

Area : CARSON CREEK
TWP 062 RGE 12 W5M N 17
PNG TO TOP BEAVERHILL_LAKE
----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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[illegible]

Report Date: Aug 22, 2017
Page Number: 216
** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05186	B	EXXONMOBIL ENER	100.000000000	PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)							
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)							
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)							
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.							
DEDUCTIONS - Aug 29, 2012							
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.							
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.							
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.							
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.							
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.							
TAKEOVER - Aug 29, 2012							
NO							
SURRENDER - Aug 29, 2012							
NO							
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)							
ROFR - Aug 29, 2012							
NO							
SEE ARTICLE 10							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held
(cont'd)						
M05186	B	Roy Percent:				
		Deduction:	STANDARD			
		Gas: Royalty:	Min Pay:	Prod/Sales:		
		S/S OIL: Min:	Div:	Prod/Sales:		
		Other Percent:	Max:	Min:	Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	WI (M)	
		MFPA	100.00000000	PENGROWTH		100.00000000
M05168	PNG	CR	Eff: Dec 22, 1959	320.000		
Sub: B	WI		Exp: Dec 21, 1980	PENGROWTH	100.00000000	WI
DIVPEND	118135		Ext: 15			
		PENGROWTH	Total Rental:	448.00		
100.00000000	PENGROWTH	Count Acreage =	No			
Area : CARSON CREEK TWP 062 RGE 12 W5M S 18 (EXCLUDING 102/07-18-062-12W5M/00 WELLBORE) PNG TO BASE NORDEGG						
Status			Acres	Net	Acres	Net
Undeveloped			Dev:	0.000	Undev:	320.000
			Royalty / Encumbrances			
			Product Type	Sliding Scale	Convertible	% of Prod/Sales
			OIL	N	N	89.11276800 % of PROD
<Linked>	Royalty Type					
C02653 A	NET PROFITS INTEREST					
Roy Percent:			10.00000000			
Deduction:			YES			
Gas: Royalty:						Prod/Sales:
S/S OIL: Min:			Max:	Div:		Prod/Sales:
Other Percent:				Min:		Prod/Sales:
Paid to:			PAIDTO (R)	Paid by:	WI (C)	
EXXONMOBIL ENER			100.00000000	PENGROWTH		100.00000000

ADXXXXXX

Report Date: Aug 22, 2017
Page Number: 218
** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05168 B **GENERAL REMARKS - Aug 29, 2012**
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 219
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05168	B	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: PAIDBY (R) PENGROWTH	100.000000000		
M05168	PNG	CR	Eff: Dec 22, 1959	320.000	WI		Area : CARSON CREEK
Sub: F	WI	Exp: Dec 21, 1980	320.000	PENGROWTH	100.000000000		TWP 062 RGE 12 W5M S 18
DIV/PEND	118135	Ext: 15	320.000	Total Rental: 0.00			PNG BELOW BASE NORDEGG TO TOP
100.000000000	PENGROWTH	Count Acreage = No					BEAVERHILL_LAKE
	Status	Undeveloped	Acres	Net	Acres	Net	----- Related Contracts -----
		Dev:	0.000	0.000	Undev:	320.000	AD00223 A P&S Sep 18, 2006
						320.000	AD00224 A P&S Sep 18, 2006
							C02653 A NPI Sep 18, 2006

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C02653 A	NET PROFITS INTEREST	OIL	Convertible
	Roy Percent: 10.000000000		N 89.11276800 % of PROD
	Deduction: YES		
	Gas: Royalty:		
	S/S OIL: Min:	Max:	Min Pay:
	Other Percent:		Div:
			Min:
	Paid to: PAIDTO (R)	Paid by: WI	(C)
	EXXONMOBIL ENER	PENGROWTH	
		100.000000000	100.000000000

GENERAL REMARKS - Aug 29, 2012
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05168 F - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO

SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Min:		Prod/Sales:	
	Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)	
	MFPA		100.000000000	PENGROWTH		100.000000000

M05182	PNG	CR	Eff: Feb 06, 1963	320.000	C05648	A	No	WI
Sub: A	WI		Exp: Feb 05, 1973	320.000	PENGROWTH			100.000000000
DIV/PEND	664		Ext: 15	320.000				
	PENGROWTH							
100.000000000	PENGROWTH		Count Acreage = No	Total Rental: 0.00				

Status	Acres	Net	Undev:	Acres	Net
Undeveloped	0.000	0.000		320.000	320.000

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05647 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	22.80500000 % of PROD
Roy Percent:					
Deduction: UNKNOWN					
Gas: Royalty: 15.000000000					
S/S OIL: Min: 5.000000000					
Other Percent: 15.000000000					
Min Pay: 6.5000					
Max: 15.000000000 Div: 23.83650					
Min:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					

	Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)	
	OBSIDIAN ENERGY		100.000000000	PENGROWTH		100.000000000

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05648 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	25.00000000 % of PROD
Roy Percent:					
Deduction: UNKNOWN					

Related Contracts		
AD00223 A	P&S	Sep 18, 2006
AD00224 A	P&S	Sep 18, 2006
AD00694 A	P&S	Dec 03, 2007
AD00731 A	P&S	May 30, 2008
AD02008 A	P&S	Jun 25, 2014
C02647 C	FO	Sep 01, 2000 (I)
C05643 A	JOA	Mar 02, 2004 (I)
C05647 A	ROY	Nov 15, 2000
C05648 A	FI	Nov 22, 2000
C05649 A	FI	Nov 22, 2000

Area : CARSON CREEK
TWP 062 RGE 12 W5M N 18
PNG TO BASE NORDEGG

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05182	A	Gas: Royalty: 15.000000000 S/S OIL: Min: 5.000000000 Other Percent: 15.000000000	Max: 15.000000000	Min Pay: 6.5000 Div: 23.83650 Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
		Paid to: PAIDTO (R) TAQA	100.000000000	Paid by: PAIDBY (R) PENGROWTH		100.000000000	
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C05649 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	25.000000000	% of PROD	
	Roy Percent:						
	Deduction: UNKNOWN						
	Gas: Royalty: 15.000000000		Min Pay: 6.5000			Prod/Sales:	
	S/S OIL: Min: 5.000000000	Max: 15.000000000	Div: 23.83650			Prod/Sales:	
	Other Percent: 15.000000000		Min:			Prod/Sales:	
	Paid to: PAIDTO (R) PRAIRIESKY LTD	100.000000000	Paid by: PAIDBY (R) PENGROWTH		100.000000000		
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
	Roy Percent:						
	Deduction: STANDARD						
	Gas: Royalty:		Min Pay:			Prod/Sales:	
	S/S OIL: Min:	Max:	Div:			Prod/Sales:	
	Other Percent:		Min:			Prod/Sales:	
	Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: PAIDBY (R) PENGROWTH		100.000000000		

Millennial Property Report

[illegible]

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M05182							
Sub: C	Developed	Dev:	320.000	247.024	Undev:	0.000	
			Royalty / Encumbrances				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of	PROD
	Roy Percent:	10.00000000					
	Deduction:	YES					
	Gas: Royalty:			Min Pay:		Prod/Sales:	
	S/S OIL: Min:			Div:		Prod/Sales:	
	Other Percent:			Min:		Prod/Sales:	
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	EXXONMOBIL ENER	100.00000000		PENGROWTH	100.00000000		

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.

TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.

THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05182CMONITORING.

TAKEOVER - Aug 29, 2012
NO

SURRENDER - Aug 29, 2012
NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05988 A	NET ROYALTY	ALL	N	N	25.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	MAY EDWARD	100.000000000	PENGROWTH		100.000000000

CAP ON DEDUCTIONS - Aug 29, 2012

NET OVERRIDING ROYALTY EQUAL TO 1.0% AFTER FIRST DEDUCTING ALL ROYALTIES, OTHER OVERRIDING ROYALTIES AND ALL OTHER BURDENS AGAINST PRODUCTION

THE NET OVERRIDING ROYALTY IS FREE AND CLEAR OF ANY AND ALL DEDUCTIONS AND COSTS OF ANY KIND OR NATURE EXCEPT ITS PROPORTIONATE SHARE OF ALL COSTS OF TRANSPORTAION

GRANTOR SHALL BE ENTITLED TO USE FREE FROM PAYMENT OF THE NET OVERRIDING ROYALTY HEREIN CONVEYED, SUCH PART OF THE LEASED SUBSTANCES AS MAY BE REQUIRED

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05182	C		FOR USE BY GRANTOR AT HIS OPERATIONS ON THE LANDS INCLUDING TREATING AND PREPARING PRODUCTION FOR MARKET				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C05987 A	NET ROYALTY	ALL	N	N	25.00000000	% of	PROD
	Roy Percent:	1.500000000					
	Deduction:	UNKNOWN					
	Gas: Royalty:		Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	NAIRB PETROL	100.000000000		PENGROWTH	100.000000000		
CAP ON DEDUCTIONS - Aug 29, 2012							
NET OVERRIDING ROYALTY EQUAL TO 1.5% AFTER FIRST DEDUCTING ALL ROYALTIES, OTHER OVERRIDING ROYALTIES AND ALL OTHER BURDENS AGAINST PRODUCTION							
THE NET OVERRIDING ROYALTY IS FREE AND CLEAR OF ANY AND ALL DEDUCTIONS AND COSTS OF ANY KIND OR NATURE EXCEPT ITS PROPORTIONATE SHARE OF ALL COSTS OF TRANSPORTAION							
GRANTOR SHALL BE ENTITLED TO USE FREE FROM PAYMENT OF THE NET OVERRIDING ROYALTY HEREIN CONVEYED, SUCH PART OF THE LEASED SUBSTANCES AS MAY BE REQUIRED FOR USE BY GRANTOR AT HIS OPERATIONS ON THE LANDS INCLUDING TREATING AND PREPARING PRODUCTION FOR MARKET							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Paid to: MFPA	PAIDTO (R)	Paid by: PENGROWTH RAZOR ENERGY CO	WI (C)	
	100.000000000		77.195000000	
			22.805000000	

M05187	PNG	CR	Eff: Apr 30, 1969	800.000		WI	Area : CARSON CREEK
Sub: A	WI		Exp: Apr 29, 1979	800.000	PENGROWTH	100.000000000	TWP 062 RGE 12 W5M SE 19, S 21,
DIV/PEND	19195		Ext: 15	800.000			S 22
	PENGROWTH						PNG TO TOP BEAVERHILL_LAKE
100.000000000	PENGROWTH	Count Acreage = No	Total Rental: 1120.00				

Status Undeveloped	Dev:	Acres 0.000	Net 0.000	Undev: 800.000	Acres 800.000	Net 800.000
------------------------------	-------------	-----------------------	---------------------	--------------------------	-------------------------	-----------------------

----- Related Contracts -----
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: MFPA	PAIDTO (R)	Paid by: PENGROWTH	WI (M)	
	100.000000000		100.000000000	

M05187	PNG	CR	Eff: Apr 30, 1969	1,120.000		WI	Area : CARSON CREEK
Sub: B	WI		Exp: Apr 29, 1979	1,120.000	PENGROWTH	100.000000000	TWP 062 RGE 12 W5M SE 19, S 20,
DIV/PEND	19195		Ext: 15	1,120.000	EMERALD LAKE		5.00726900 S 21, S 22

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

(cont'd)

M05187

Sub:	B	PENGROWTH
100.00000000		PENGROWTH

RAZOR ENERGY CO

Total Rental: 0.00

2.99599300 (TR 55 NORTH BEAVERHILL LAKE
UNIT NO. 1)
PNG IN BEAVERHILL LAKE

Status	Dev:	Acre	Net
Developed		1,120,000	1,120,000
			Undev:
			Acres
			Net
			P&S
			AD00223 A
			Sep 18, 2006
			P&S
			AD00224 A
			Sep 18, 2006
			NPI
			C02653 A
			Sep 18, 2006
			UNIT
			U00080
			Jan 01, 1965
			UNIT
			U00080 BC
			Jan 01, 1965

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent:	10.00000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	Wl (C)	
	EXXONMOBIL ENER	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M05187	B								
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.									
TAKEOVER - Aug 29, 2012 NO									
SURRENDER - Aug 29, 2012 NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)									
ROFR - Aug 29, 2012 NO SEE ARTICLE 10									
Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales									
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD									
Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:									
Gas: Royalty: Max: Div: Prod/Sales:									
S/S OIL: Min: Min: Min: Prod/Sales:									
Other Percent: Paid to: PAIDTO (R) Paid by: WI (M)									
MFPA 100.00000000 PENGROWTH 100.00000000									
M05197	PNG	CR							
Sub: A	WI	Eff: May 05, 1970	160.000	C02504	A	No	WI		Area : CARSON CREEK
		Exp: May 04, 1980	160.000	PENGROWTH			52.19500000		TWP 062 RGE 12 W5M SW 19

PENGROWTH ENERGY CORPORATION

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[illegible]

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05197							
Sub: B	Status	Dev:	Acres	Net	Undev:	Acres	Net
	Developed		160.000	123.512		0.000	0.000
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800	% of	PROD
	Roy Percent: 10.00000000						
	Deduction: YES						
	Gas: Royalty:	Max:		Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to: PAIDTO (R)			Paid by: WI	(C)		
	EXXONMOBIL ENER	100.000000000		PENGROWTH		100.000000000	

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.

TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05197 B THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05988 A	NET ROYALTY	ALL	N	N	25.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	MAY EDWARD	100.00000000	PENGROWTH		100.00000000

CAP ON DEDUCTIONS - Aug 29, 2012

NET OVERRIDING ROYALTY EQUAL TO 1.0% AFTER FIRST DEDUCTING ALL ROYALTIES, OTHER OVERRIDING ROYALTIES AND ALL OTHER BURDENS AGAINST PRODUCTION
THE NET OVERRIDING ROYALTY IS FREE AND CLEAR OF ANY AND ALL DEDUCTIONS AND COSTS OF ANY KIND OR NATURE EXCEPT ITS PROPORTIONATE SHARE OF ALL COSTS OF TRANSPORTAION
GRANTOR SHALL BE ENTITLED TO USE FREE FROM PAYMENT OF THE NET OVERRIDING

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05197 B ROYALTY HEREIN CONVEYED, SUCH PART OF THE LEASED SUBSTANCES AS MAY BE REQUIRED FOR USE BY GRANTOR AT HIS OPERATIONS ON THE LANDS INCLUDING TREATING AND PREPARING PRODUCTION FOR MARKET

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C05987 A NET ROYALTY ALL N 25.00000000 % of PROD
Roy Percent: 1.50000000
Deduction: UNKNOWN
Gas: Royalty: Max: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: PAIDTO (R) Paid by: WI (C)
NAIRB PETROL 100.00000000 PENGROWTH 100.00000000

CAP ON DEDUCTIONS - Aug 29, 2012
NET OVERRIDING ROYALTY EQUAL TO 1.5% AFTER FIRST DEDUCTING ALL ROYALTIES, OTHER OVERRIDING ROYALTIES AND ALL OTHER BURDENS AGAINST PRODUCTION
THE NET OVERRIDING ROYALTY IS FREE AND CLEAR OF ANY AND ALL DEDUCTIONS AND COSTS OF ANY KIND OR NATURE EXCEPT ITS PROPORTIONATE SHARE OF ALL COSTS OF TRANSPORTAION
GRANTOR SHALL BE ENTITLED TO USE FREE FROM PAYMENT OF THE NET OVERRIDING ROYALTY HEREIN CONVEYED, SUCH PART OF THE LEASED SUBSTANCES AS MAY BE REQUIRED FOR USE BY GRANTOR AT HIS OPERATIONS ON THE LANDS INCLUDING TREATING AND PREPARING PRODUCTION FOR MARKET

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty: Max: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
Other Percent:			Min:		Prod/Sales:		
Paid to: MFPA			PAIDTO (R)		Paid by: WI (C)		
			100.00000000		PENGROWTH		77.19500000
					RAZOR ENERGY CO		22.80500000
M05197	PNG	CR	Eff: May 05, 1970	C No	WI	Area : CARSON CREEK	
Sub: C	WI		Exp: May 04, 1980	PENGROWTH	27.19500000	TWP 062 RGE 12 W5M SW 19	
DIV/PEND	21649		Ext: 15	RAZOR ENERGY CO	47.80500000	(FOR WELLBORE AT	
	RAZOR ENERGY CO			TAQA	25.00000000	100/03-19-062-12W5/00 ONLY)	
100.00000000	PENGROWTH	Count Acreage = No	Total Rental: 0.00		(WELLBORE AT		
					100/03-19-062-12W5/00)		
Status			Acres		Net		----- Related Contracts -----
Undeveloped		Dev:	0.000		Undev:		AD00223 A P&S Sep 18, 2006
			0.000		160.000		AD00224 A P&S Sep 18, 2006
							AD02008 A P&S Jun 25, 2014
							C02504 A FO Oct 03, 1970
							C02504 C FO Oct 03, 1970
Royalty Type			Product Type		Convertible		% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL		Sliding Scale		Y N		100.00000000 % of
Roy Percent:			Min Pay:		Prod/Sales:		
Deduction: STANDARD			Div:		Prod/Sales:		
Gas: Royalty:			Min:		Prod/Sales:		
S/S OIL: Min:							
Other Percent:							
Paid to: ABEN			LESSOR (M)		Paid by: WI (C)		
			100.00000000		PENGROWTH		27.19500000
					RAZOR ENERGY CO		47.80500000
					TAQA		25.00000000

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross	Net	Doi Partner(s)	*	*
Mineral Int	Operator / Payor					Lease Description / Rights Held
M05187	PNG	CR	Eff: Apr 30, 1969 Exp: Apr 29, 1979 Ext: 15	320.000 320.000 112.000	C05778 A No PENGROWTH APACHE	WI 35.000000000 65.000000000
Sub: C DIVPEND						Area : CARSON CREEK TWP 062 RGE 12 W5M S 20 PNG TO BASE VIKING_SAND
100.000000000	PENGROWTH	Status Undeveloped	Count Acreage = No	Total Rental: 448.00		
----- Related Contracts -----						
			Acreage	Net	Acres	AD00223 A P&S Sep 18, 2006
			Dev:	Undev:		AD00224 A P&S Sep 18, 2006
						C02653 B NPI Sep 18, 2006
						C05778 A JOA Oct 03, 2007

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 B	NET PROFITS INTEREST	OIL	N	N	35.00000000
	Roy Percent:	10.00000000			
	Deduction:	YES			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO (R)	Paid by:	PAIDBY (R)	
	EXXONMOBIL ENER	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

DEDUCTIONS - Aug 29, 2012

YES

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS:

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.

ADXXXXXX

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05187 C NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MUTPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, IE. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (C)	
MFPA	100.000000000	PENGROWTH		35.000000000
		APACHE		65.000000000

M05187	PNG	CR	Eff: Apr 30, 1969	320.000	WI	Area : CARSON CREEK
Sub: D	WI		Exp: Apr 29, 1979	320.000	PENGROWTH	TWP 062 RGE 12 W5M S 20

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
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** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05187							
Sub: D							
DIV/PEND	19195	PENGROWTH	Ext: 15	320.000	Total Rental: 0.00		PNG BELOW BASE VIKING_SAND TO TOP BEAVERHILL_LAKE
100.000000000	PENGROWTH	Count Acreage = No					
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
			0.000	0.000		320.000	320.000
----- Related Contracts -----							
						AD00223 A	P&S Sep 18, 2006
						AD00224 A	P&S Sep 18, 2006

Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:		Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to: MFPA	PAIDTO (R)	Paid by: PENGROWTH	PAIDBY (R)		
	100.000000000			100.000000000	

M05181	PNG	CR	Eff: Jan 09, 1973	800.000	C02503	A	Yes	WI	Area : CARSON CREEK
Sub: A	WI		Exp: Jan 08, 1983	800.000	PENGROWTH			81.75600000	TWP 062 RGE 13 W5M 11, SE 14
DIV/PEND	30594		Ext: 15	654.048	RAZOR ENERGY CO			18.24400000	PNG TO TOP BEAVERHILL_LAKE
	TAQA NORTH								
100.00000000	PENGROWTH		Count Acreage = No	Total Rental: 0.00					----- Related Contracts -----
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net		AD00223 A P&S Sep 18, 2006
			0.000	0.000		800.000	654.048		AD00224 A P&S Sep 18, 2006
									AD02008 A P&S Jun 25, 2014

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05181

Sub: A

C02503 A FO Mar 09, 1972
C02653 F NPI Sep 18, 2006

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 F	NET PROFITS INTEREST	OIL	N	N	21.75600000 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)
EXXONMOBIL ENER	100.000000000	PENGROWTH	100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

DEDUCTIONS - Aug 29, 2012

YES
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, IE. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05181 A TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AcQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Min Pay:
Div:
Min:
Paid to: PAIDTO (R)
MFFA
Paid by: WI (C)
PENGROWTH
RAZOR ENERGY CO
81.75600000
18.24400000

M05181	PNG	CR	Eff: Jan 09, 1973	800.000	WI	Area : CARSON CREEK
Sub: B	WI	Exp: Jan 08, 1983	PENGROWTH	100.00000000	UNIT	TWP 062 RGE 13 W5M 11, SE 14
DIV/PEND	30594	Ext: 15	EMERALD LAKE			(TR 59.60.61 NORTH BEAVERHILL
	TQAQ NORTH		RAZOR ENERGY CO			LAKE UNIT NO. 1)
100.00000000	PENGROWTH		Total Rental: 1120.00			PNG IN BEAVERHILL_LAKE
Status	Acres	Net	Acres	Net	Related Contracts	AD00223 A P&S Sep 18, 2006

Willie and Property Report

(cont'd)

-----Related Contracts

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held		
(cont'd)									
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
C02653 E	NET PROFITS INTEREST	OIL	N	N	7.61460000	% of PROD	C06089 H	ROY	Sep 14, 1973
	Roy Percent: 10.00000000						C12107 C	TRUST	Jan 31, 2017
	Deduction: YES								
	Gas: Royalty:	Max:	Min Pay:	Div:	Prod/Sales:				
	S/S OIL: Min:			Min:	Prod/Sales:				
	Other Percent:				Prod/Sales:				
M05198	A								
	Paid to: PAIDTO (R)	Paid by: PAIDBY (R)							
	EXXONMOBIL ENER	PENGROWTH	100.00000000		100.00000000				
GENERAL REMARKS - Aug 29, 2012									
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)									
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)									
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)									
DEDUCTIONS - Aug 29, 2012									
YES									
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.									
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.									
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.									
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, IE. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.									
NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.									
TAKEOVER - Aug 29, 2012									
NO									
SURRENDER - Aug 29, 2012									
NO									
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS (SEE									

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198 A ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06088 D	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	CONDOR EXPL	100.000000000	PENGROWTH		62.18400000
			RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06089 H	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 2.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Paid to:	PAIDTO (R)	Paid by:	WI (C)
ANHEDRAL HOLD		PENGROWTH	
	100.000000000	RAZOR ENERGY CO	62.18400000
			37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.
CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

M05198

A

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 H	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent:	0.50000000			
	Deduction:	UNKNOWN			
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	WI (C)	
	STOREY C		PENGROWTH		62.18400000
		100.000000000	RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD								
Roy Percent:								
Deduction: STANDARD								
M05198	A	Gas: Royalty:	Min Pay:		Prod/Sales:			
		S/S OIL: Min:	Max:		Prod/Sales:			
		Other Percent:	Min:		Prod/Sales:			
Paid to:		LESSOR (M)	Paid by:		WI (C)			
ABEN		100.000000000	PENGROWTH		56.269800000			
			APACHE		14.141400000			
			RAZOR ENERGY CO		29.588800000			
M05198	PNG	CR	Eff: May 27, 1959	640.000	C02505 A Yes	WI	TRUST INT	Area : CARSON CREEK
Sub: B	WI		Exp: May 26, 1980	640.000	PENGROWTH	70.41120000	70.41120000	TWP 062 RGE 13 W5M 12
DIV/PEND	116661		Ext: 15	450.632	RAZOR ENERGY CO	29.58880000	*	PNG BELOW BASE SHUNDA TO TOP
	PENGROWTH							BEAVERHILL_LAKE
100.000000000	PENGROWTH		Count Acreage = No	Total Rental:	0.00			
Status			Undeveloped	Dev:	Acres	Net	Acres	Net
					0.000	0.000	Undev:	640.000
								450.632
Royalty / Encumbrances								
Product Type			ALL	Sliding Scale	N	Convertible	% of Prod/Sales	% of PROD
<Linked> C06088 D			NET ROYALTY					
Roy Percent:			1.000000000					
Deduction:			UNKNOWN					
Gas: Royalty:								
S/S OIL: Min:								
Other Percent:								
Min Pay:								Prod/Sales:
Div:								Prod/Sales:
Min:								Prod/Sales:
Max:								
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198	B	Paid to: PAIDTO (R) CONDOR EXPL	100.000000000	Paid by: WI PENGROWTH RAZOR ENERGY CO	(C)	62.18400000 37.81600000
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GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06089 H	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 2.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R) ANHEDRAL HOLD	100.000000000	Paid by: WI PENGROWTH RAZOR ENERGY CO	(C)	62.18400000 37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.
CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 H	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05198	B	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R)	100.000000000	Paid by: WI (C)			
		STOREY C		PENGROWTH	62.18400000		
				RAZOR ENERGY CO	37.81600000		
GENERAL REMARKS - Aug 29, 2012							
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:							
S/S OIL: Min:	Max:	Min Pay:	Div:	Min:	Prod/Sales:		
Other Percent:					Prod/Sales:		
Paid to: LESSOR (M)	100.000000000	Paid by: WI (C)					
ABEN		PENGROWTH	70.41120000				
		RAZOR ENERGY CO	29.58880000				

M05198	PNG	CR	Eff: May 27, 1959	960.000		WI	UNIT	Area : CARSON CREEK
Sub: C	WI		Exp: May 26, 1980	960.000	PENGROWTH	100.00000000	91.99673800	TWP 062 RGE 13 W5M 12. S 13
DIVPEND	116661		Ext: 15	960.000	EMERALD LAKE		5.00726900	(TR 57.58 NORTH BEAVERHILL
	PENGROWTH				RAZOR ENERGY CO		2.99599300	LAKE UNIT NO. 1)

ADXXXXXXX

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M05198
Sub: C
100.00000000 PENGROWTH

PNG IN BEAVERHILL_LAKE

Total Rental: 0.00

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		960.000	960.000		0.000	0.000
----- Related Contracts -----						
AD00223 A	P&S					Sep 18, 2006
AD00224 A	P&S					Sep 18, 2006
AD00721 A	P&S					Oct 01, 1999
AD02097 A	P&S					Jan 25, 2017
C02505 B	FO					Jan 29, 1973 (I)
C02653 A	NPI					Sep 18, 2006
C06087 E	ROY					Sep 14, 1973
C06088 E	ROY					Sep 14, 1973
C06089 E	ROY					Sep 14, 1973
U00080	UNIT					Jan 01, 1965
U00080 BE	UNIT					Jan 01, 1965
U00080 BF	UNIT					Jan 01, 1965

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
Roy Percent:	10.00000000				
Deduction:	YES				
Gas: Royalty:					Prod/Sales:
S/S OIL: Min:					Prod/Sales:
Other Percent:					Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
EXXONMOBIL ENER 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198 C PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 E	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)	
	STOREY C	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198	C	TRANSPORTATION COSTS.				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C06088 E	NET ROYALTY	ALL	N	N	30.00000000	% of PROD
	Roy Percent: 1.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:					Prod/Sales:
	S/S OIL: Min:	Max:	Min Pay:	Div:		Prod/Sales:
	Other Percent:		Min:			Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)		
	CONDOR EXPL	100.00000000	PENGROWTH		100.00000000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C06089 E	NET ROYALTY	ALL	N	N	30.00000000	% of PROD
	Roy Percent: 2.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:					Prod/Sales:
	S/S OIL: Min:	Max:	Min Pay:	Div:		Prod/Sales:
	Other Percent:		Min:			Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)		
	ANHEDRAL HOLD	100.00000000	PENGROWTH		100.00000000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF

ADXXXXXXX

Report Date: Aug 22, 2017
Page Number: 250
** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05198 C TRANSPORTATION COSTS.

Royalty Type
LESSOR OVERRIDING ROYALTY
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: LESSOR (M)
ABEN
Paid by: WI
PENGROWTH
(M)
100.000000000
100.000000000

M05198 PNG CR **Eff:** May 27, 1959 **E** Yes **WI** **Area :** CARSON CREEK
Sub: WI **Exp:** May 26, 1980 **PENGROWTH** 36.77687040 88.16448000
DIVPEND 116651 **Ext:** 15 **BELLATRIX** 37.24620960
PENGROWTH **APACHE** 14.14140000
100.00000000 **Count Acreage =** No **RAZOR ENERGY CO** 11.83552000
RAZOR ENERGY CO 11.83552000
Total Rental: 0.00
Status Undeveloped **Acres** 0.000 **Net** 0.000 **Undev:** 640.000 **Net** 235.372
Dev:
Royalty / Encumbrances
AD00223 A P&S Sep 18, 2006
AD00224 A P&S Sep 18, 2006
AD00721 A P&S Oct 01, 1999
C02505 E FO Jan 29, 1973
C02653 A NPI Sep 18, 2006
C05778 B JOA Oct 03, 2007 (I)
C06087 A ROY Sep 14, 1973
C06088 A ROY Sep 14, 1973
C06089 A ROY Sep 14, 1973
C12107 B TRUST Jan 31, 2017

<Linked> **Royalty Type** **Product Type** **Sliding Scale** **Convertible** **% of Prod/Sales**
C02653 A NET PROFITS INTEREST OIL N 89.11276800 % of PROD
Roy Percent: 10.00000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198	E	Deduction: YES					
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: PAIDTO (R)		Paid by: WI (C)			
	EXXONMOBIL ENER		100.000000000	PENGROWTH			100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198 E SEE ARTICLE 10

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 A	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	STOREY C	100.000000000	PENGROWTH		37.27097280
			BELLATRIX		24.91302720
			RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06088 A	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198	E	CONDOR EXPL	100.000000000	PENGROWTH		37.27097280
				BELLATRIX		24.91302720
				RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06089 A	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 2.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	ANHEDRAL HOLD	100.000000000	PENGROWTH		37.27097280
			BELLATRIX		24.91302720
			RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
M05198	E	Deduction: STANDARD					Prod/Sales:	
		Gas: Royalty:		Min Pay:			Prod/Sales:	
		S/S OIL: Min:		Div:			Prod/Sales:	
		Other Percent:		Min:			Prod/Sales:	
		Paid to: LESSOR (M)		Paid by: WI (C)				
		ABEN	100.000000000	PENGROWTH		36.77687040		
				BELLATRIX		37.24620960		
				APACHE		14.14140000		
				RAZOR ENERGY CO		11.83552000		
M05198	PNG	CR	640.000	C02505	F Yes	WI	TRUST INT	Area : CARSON CREEK
Sub: F	WI	Eff: May 27, 1959	640.000	PENGROWTH		38.62116700	70.41120000	TWP 062 RGE 13 W5M 12
DIV/PEND	116661	Exp: May 26, 1980	247.175	BONAVISTA EC		17.64863300		PNG BELOW BASE MANNVILLE TO
	PENGROWTH	Ext: 15		APACHE		14.14140000		BASE NORDEGG
100.00000000	PENGROWTH	Count Acreage = No		RAZOR ENERGY CO		29.58880000	*	29.58880000
				RAZOR ENERGY CO				----- Related Contracts -----
				Total Rental: 0.00			AD00223 A	P&S Sep 18, 2006
							AD00224 A	P&S Sep 18, 2006
							AD00721 A	P&S Oct 01, 1999
							C02505 F	FO Jan 29, 1973
							C02653 A	NPI Sep 18, 2006
							C05778 B	JOA Oct 03, 2007 (I)
							C06087 B	ROY Sep 14, 1973
							C06088 B	ROY Sep 14, 1973
							C06089 B	ROY Sep 14, 1973
							C12107 C	TRUST Jan 31, 2017
			Royalty / Encumbrances					
			Product Type	Sliding Scale	Convertible	% of Prod/Sales		
			OIL	N	N	89.11276800 % of PROD		
<Linked> Royalty Type								
C02653 A NET PROFITS INTEREST								
Roy Percent: 10.00000000								
Deduction: YES								
Gas: Royalty:								
S/S OIL: Min:								
Max:								
Min Pay:								
Div:								
Prod/Sales:								
Prod/Sales:								

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Min:		Prod/Sales:	
Paid to:	PAIDTO (R)		Paid by:	WI (C)		
EXXONMOBIL ENER	100.000000000		PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012						
- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)						
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)						
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)						
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.						
DEDUCTIONS - Aug 29, 2012						
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.						
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.						
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.						
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.						
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.						

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198	F					Royalty / Encumbrances
<Linked> C06087 B	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD
	Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	0.50000000 UNKNOWN				
		Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
	Paid to: PAIDTO (R) STOREY C	100.000000000	Paid by: WI PENGROWTH BONAVISTA EC RAZOR ENERGY CO	(C)	39.62808420 22.55591580 37.81600000	

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked> C06088 B	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD
	Roy Percent: Deduction: Gas: Royalty: S/S OIL: Min: Other Percent:	1.00000000 UNKNOWN				
		Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
	Paid to: PAIDTO (R) CONDOR EXPL	100.000000000	Paid by: WI PENGROWTH BONAVISTA EC	(C)	39.62808420 22.55591580	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198	F				RAZOR ENERGY CO	37.81600000	
GENERAL REMARKS - Aug 29, 2012							
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.							
<Linked> C06089 B	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD	
	Roy Percent: 2.00000000						
	Deduction: UNKNOWN						
	Gas: Royalty:	Max:	Min Pay:			Prod/Sales:	
	S/S OIL: Min:		Div:			Prod/Sales:	
	Other Percent:		Min:			Prod/Sales:	
	Paid to: PAIDTO (R)		Paid by: WI (C)				
	ANHEDRAL HOLD	100.000000000	PENGROWTH			39.62808420	
			BONAVISTA EC			22.55591580	
			RAZOR ENERGY CO			37.81600000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.
CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:				

(cont'd)

[illegible]

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198	I	Paid to: PAIDTO (R) EXXONMOBIL ENER	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000	
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GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

C06087 A	NET ROYALTY		ALL	N	N	30.00000000	% of PROD
	Roy Percent:	0.50000000					
	Deduction:	UNKNOWN					
M05198	I	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	STOREY C		100.00000000	PENGROWTH		37.27097280	
				BELLATRIX		24.91302720	
				RAZOR ENERGY CO		37.81600000	

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

		Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD	
C06088 A	NET ROYALTY	ALL	N	N	30.00000000		
	Roy Percent:	1.00000000					
	Deduction:	UNKNOWN					
	Gas: Royalty:		Min Pay:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	CONDOR EXPL		100.00000000	PENGROWTH		37.27097280	
				BELLATRIX		24.91302720	
				RAZOR ENERGY CO		37.81600000	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198 | **GENERAL REMARKS - Aug 29, 2012**
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C06089 A NET ROYALTY ALL N 30.00000000 % of PROD
Roy Percent: 2.00000000
Deduction: UNKNOWN
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: PAIDTO (R) Paid by: WI (C)
ANHEDRAL HOLD PENGROWTH 37.27097280
100.000000000 BELLATRIX 24.91302720
RAZOR ENERGY CO 37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY
Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

(cont'd)

[illegible]CS EXPLORER Version: 11.0.4

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198	D	GENERAL REMARKS - Aug 29, 2012 - NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT) - NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS) - NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3) - U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.					
		DEDUCTIONS - Aug 29, 2012 SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS. NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%. PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS. TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS. THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.					

		TAKEOVER - Aug 29, 2012 NO					
		SURRENDER - Aug 29, 2012 NO IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)					
		ROFR - Aug 29, 2012 NO SEE ARTICLE 10					

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 C	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent:	0.50000000			
	Deduction:	UNKNOWN			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198	D	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:
		Paid to: PAIDTO (R) STOREY C	100.000000000	Paid by: WI PENGROWTH BELLATRIX RAZOR ENERGY CO	(C) 40.53713900 21.64686100 37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06088 C	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R) CONDOR EXPL	100.000000000	Paid by: WI PENGROWTH BELLATRIX RAZOR ENERGY CO	(C)	40.53713900 21.64686100 37.81600000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05198	D	TRANSPORTATION COSTS.
<Linked> C06089 C	Royalty Type NET ROYALTY	Product Type ALL
	Roy Percent: 2.00000000	Sliding Scale N
	Deduction: UNKNOWN	Convertible N
	Gas: Royalty:	% of Prod/Sales 30.00000000 % of PROD
	S/S OIL: Min:	
	Other Percent:	
		Min Pay: Prod/Sales:
		Div: Prod/Sales:
		Min: Prod/Sales:
	Paid to: PAID TO (R)	Paid by: WI (C)
	ANHEDRAL HOLD	PENGROWTH 40.53713900
		BELLATRIX 21.64686100
		RAZOR ENERGY CO 37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012

TRANSPORTATION ONLY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR ABEN	(M)	Paid by: WI	(C)	
	100.00000000	PENGROWTH		53.47384700

ADXXXXXX

Lease Description / Rights Held

BELLATRIX	16.93735300
RAZOR ENERGY CO	29.58880000

----- Related Contracts -----

Paid to:	Paid to:	Paid by:
EXXONMOBIL ENER	PAIDTO	WI
100.00000000	100.00000000	PENGROWTH
		100.00000000

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05198 G DEDUCTIONS - Aug 29, 2012
SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012
NO
SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 D	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M05198 G STOREY C 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C06089 D NET ROYALTY ALL N 30.00000000 % of PROD
Roy Percent: 2.00000000
Deduction: UNKNOWN
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Min: Prod/Sales:
Paid to: PAIDTO (R) Paid by: WI (C)
ANHEDRAL HOLD 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C06088 H NET ROYALTY ALL N 30.00000000 % of PROD
Roy Percent: 1.00000000
Deduction: UNKNOWN
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Min: Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Paid to: PAIDTO (R) Paid by: WI (C)
CONDOR EXPL 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

M05198 G _____ Royalty / Encumbrances _____

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD
Roy Percent: STANDARD
Deduction: STANDARD
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: LESSOR (M) Paid by: WI (M)
ABEN 100.000000000 PENGROWTH 100.000000000

M05198	PNG	CR	Eff: May 27, 1959	320.000	C02505	G	Yes	WI	TRUST INT	Area : CARSON CREEK
Sub: H	WI		Exp: May 26, 1980	320.000	PENGROWTH			53.47384700	70.41120000	TWP 062 RGE 13 W5M S 13
DIV/PEND	116661		Ext: 15	171.116	BONAVISTA EC			16.93735300		PNG FROM BASE CARDIUM TO BASE
	PENGROWTH				RAZOR ENERGY CO			29.58880000		NORDEGG
100.00000000	PENGROWTH		Count Acreage = No		RAZOR ENERGY CO			*	29.58880000	
										----- Related Contracts -----
										AD00223 A P&S Sep 18, 2006
										AD00224 A P&S Sep 18, 2006
										AD00721 A P&S Oct 01, 1999

Total Rental: 0.00

Net Acres

Jan 29, 1973

THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05198 H MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C06087 C	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	STOREY C	100.000000000	PENGROWTH		40.53713900
			BELLATRIX		21.64686100
			RAZOR ENERGY CO		37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)	C06088 C	NET ROYALTY	ALL	N	N	30.00000000	% of PROD
		Roy Percent: 1.00000000					
		Deduction: UNKNOWN					
M05198	H	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:	
		S/S OIL: Min:		Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to: PAIDTO (R)		Paid by: WI (C)			
		CONDOR EXPL	100.000000000	PENGROWTH		40.53713900	
				BELLATRIX		21.64686100	
				RAZOR ENERGY CO		37.81600000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

		Royalty / Encumbrances				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD
C06089 C	NET ROYALTY	ALL	N	N	30.00000000	
	Roy Percent: 2.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:	
	S/S OIL: Min:		Div:		Prod/Sales:	
	Other Percent:		Min:		Prod/Sales:	
	Paid to: PAIDTO (R)		Paid by: WI (C)			
	ANHEDRAL HOLD	100.000000000	PENGROWTH		40.53713900	
			BELLATRIX		21.64686100	
			RAZOR ENERGY CO		37.81600000	

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**Lease Description / Rights Held

(cont'd)

GENERAL REMARKS - Aug 29, 2012

CAP ON DEDUCTIONS - Aug 29, 2012

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

----- **Related Contracts** -----

(cont'd)

Paid to:	PAIDTO	Paid by:	WI
EXXONMOBIL ENER	100.00000000	PENGROWTH	100.00000000

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05204 A YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04653 B	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)	
	STOREY C	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04654 B	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Paid to: PAIDTO (R) Paid by: WI (C)
CONDOR EXPL 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

M05204 A _____ Royalty / Encumbrances _____

<Linked> C04655 B	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD
	Roy Percent: 2.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:	Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:		Div:			Prod/Sales:
	Other Percent:		Min:			Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)			
	ANHEDRAL HOLD	100.000000000	PENGROWTH		100.000000000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.
CAP ON DEDUCTIONS - Aug 29, 2012
TRANSPORTATION ONLY

Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD
---	---------------------	--------------------	------------------	---------------------------------	-----------

Roy Percent:

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

[illegible]

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05204BGENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)

- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)

- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)

- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.

PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.

TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.

THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04653 C	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent:	0.50000000			
	Deduction:	UNKNOWN			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M05204	B	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
		Paid to: PAIDTO (R) STOREY C	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000	
GENERAL REMARKS - Aug 29, 2012 NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.							
Royalty / Encumbrances							
<Linked> C04654 C	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD	
	Roy Percent: 1.00000000 Deduction: UNKNOWN						
	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:		
	Paid to: PAIDTO (R) CONDOR EXPL	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000		
GENERAL REMARKS - Aug 29, 2012 NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.							
<Linked> C04655 C	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD	

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*
(cont'd)						
		Roy Percent:	2.000000000			
		Deduction:	UNKNOWN			
		Gas: Royalty:		Min Pay:		Prod/Sales:
		S/S OIL: Min:	Max:	Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	WI (C)	
		ANHEDRAL HOLD	100.000000000	PENGROWTH		100.000000000
		GENERAL REMARKS - Aug 29, 2012				
		NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.				
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000		
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:	Max:	Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (M)			
MFPA	100.000000000	PENGROWTH				100.000000000

ADXXXXXX

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05204						
Sub: C						
100.00000000	PENGROWTH	Count Acreage =	No	RAZOR ENERGY CO	*	29.58880000
				Total Rental: 224.00		
						----- Related Contracts -----
					AD00223 A	P&S Sep 18, 2006
					AD00224 A	P&S Sep 18, 2006
					AD00721 A	P&S Oct 01, 1999
					C02505 D	FO Jan 29, 1973
					C02653 A	NPI Sep 18, 2006
					C04653 A	ROY Sep 14, 1973
					C04654 A	ROY Sep 14, 1973
					C04655 A	ROY Sep 14, 1973
					C12107 A	TRUST Jan 31, 2017

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)	
	EXXONMOBIL ENER	100.00000000	PENGROWTH		100.00000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.

NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05204 C NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR
CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E.
CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE
MONITORING.

TAKEOVER - Aug 29, 2012

NO

SURRENDER - Aug 29, 2012

NO

IF PAYOR RE-ACQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2
YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE
ARTICLE 11 FOR MORE DETAILS)

ROFR - Aug 29, 2012

NO

SEE ARTICLE 10

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04653 A	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 0.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)		
	STOREY C	100.000000000	PENGROWTH		40.53713900
			BELLATRIX		21.64686100
			RAZOR ENERGY CO		37.81600000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05204 C **GENERAL REMARKS - Aug 29, 2012**
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked> C04654 A	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD
	Roy Percent: 1.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:	Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:		Div:			Prod/Sales:
	Other Percent:		Min:			Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)			
	CONDOR EXPL	100.000000000	PENGROWTH		40.53713900	
			BELLATRIX		21.64686100	
			RAZOR ENERGY CO		37.81600000	

GENERAL REMARKS - Aug 29, 2012
NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

<Linked> C04655 A	Royalty Type NET ROYALTY	Product Type ALL	Sliding Scale N	Convertible N	% of Prod/Sales 30.00000000	% of PROD
	Roy Percent: 2.00000000					
	Deduction: UNKNOWN					
	Gas: Royalty:	Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:		Div:			Prod/Sales:
	Other Percent:		Min:			Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI (C)			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05204	C	ANHEDRAL HOLD	100.000000000	PENGROWTH		40.53713900	
				BELLATRIX		21.64686100	
				RAZOR ENERGY CO		37.81600000	

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012

TRANSPORTATION ONLY

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)		
MFFA	100.000000000	PENGROWTH		53.47384700
		BELLATRIX		16.93735300
		RAZOR ENERGY CO		29.58880000

M05204	PNG	CR	Eff: Aug 09, 1973	160.000	C02505	G	Yes	WI	TRUST INT	Area : CARSON CREEK
Sub: D	WI		Exp: Aug 08, 1983	160.000	PENGROWTH			53.47384700	70.41120000	TWP 062 RGE 13 W5M NE 13
DIV/PEND	32022		Ext: 15	85.558	BONAVISTA EC			16.93735300		PNG BELOW BASE CARDIUM TO BASE
	PENGROWTH				RAZOR ENERGY CO			29.58880000		NORDEGG
100.00000000	PENGROWTH		Count Acreage = No		RAZOR ENERGY CO			*	29.58880000	
Total Rental: 0.00										----- Related Contracts -----
										AD00223 A P&S Sep 18, 2006
										AD00224 A P&S Sep 18, 2006

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

(cont'd)

AD00721 A	P&S	Oct 01, 1999
C02505 G	FO	Jan 29, 1973
C02653 A	NPI	Sep 18, 2006
C04653 D	ROY	Sep 14, 1973
C04654 D	ROY	Sep 14, 1973
C04655 D	ROY	Sep 14, 1973
C12107 A	TRUST	Jan 31, 2017
C04653 A	ROY	Sep 14, 1973
C04654 A	ROY	Sep 14, 1973
C04655 A	ROY	Sep 14, 1973

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

PROD

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Paid to:	PAIDTO (R)	Paid by:	WI (C)
CONDOR EXPL		PENGROWTH	40.53713900
	100.000000000	BELLATRIX	21.64686100
		RAZOR ENERGY CO	37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

M05204 D Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04655 A	NET ROYALTY	ALL	N	N	30.00000000 % of PROD
	Roy Percent: 2.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:				
	S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
					Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI (C)			
	ANHEDRAL HOLD	PENGROWTH			40.53713900
		BELLATRIX			21.64686100
		RAZOR ENERGY CO			37.81600000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

CAP ON DEDUCTIONS - Aug 29, 2012

TRANSPORTATION ONLY

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M05204 D Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C02653 A	NET PROFITS INTEREST	OIL	N	N	89.11276800 % of PROD
	Roy Percent: 10.00000000				
	Deduction: YES				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
EXXONMOBIL ENER 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012

- NPI IS SPECIFIC TO THE TERTIARY ENHANCED OIL RECOVERY PROJECT (TEOR PROJECT)
- NPI APPLIES TO CRUDE OIL & CONDENSATE (SEE DEFINITIONS)
- NPI APPLIES TO PAYORS WORKING INTEREST SHARE ONLY (SEE CLAUSE 3)
- U00080 UNIT INTEREST - SEE AGMT FOR SPECIFICS.

DEDUCTIONS - Aug 29, 2012

SEE SCH B - DEPT OF ENERGY CONVENTIONAL EOR ROYALTY GUIDELINES FOR ALLOWABLE COSTS.
NPI IS CALCULATED ON CALENDAR YEAR BASIS AND MULTIPLYING NET CREDIT BALANCE IN NET PROFITS ACCOUNT AT END OF EACH CALENDAR YEAR BY 10%.
PAYOR SHALL ESTABLISH NET PROFITS ACCOUNT. SEE ARTICLE 3 OF AGMT FOR CALCULATION AND TRACKING DETAILS.
TEOR = TERTIARY ENHANCED OIL RECOVERY USING INJECTANTS OTHER THAN WATER, I.E. CHEMICAL, THERMAL AND MISCIBLE FLOOD INJECTANTS.
THIS NPI IS UNIQUE AND IN THE EVENT A TEOR PROGRAM IS INSTITUTED WILL REQUIRE CLOSE MONITORING.

TAKEOVER - Aug 29, 2012

NO

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M05204 D SURRENDER - Aug 29, 2012
NO
IF PAYOR RE-AQUIRES LANDS PREVIOUSLY HELD UNDER A SURRENDERED LEASE WITHIN 2 YEARS OF SUCH SURRENDER, NPI PROVISIONS SHALL APPLY TO RE-ACQUIRED LANDS. (SEE ARTICLE 11 FOR MORE DETAILS)
ROFR - Aug 29, 2012
NO
SEE ARTICLE 10

Royalty Type LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent: STANDARD
Deduction:
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAIDTO (R)
MFPA
100.000000000
Paid by: WI (C)
PENGROWTH
BONAVISTA EC
RAZOR ENERGY CO
53.47384700
16.93735300
29.58880000

Royalty Type NET ROYALTY ALL
Product Type ALL
Sliding Scale N
Convertible N
% of Prod/Sales 30.00000000 % of PROD
Roy Percent: 0.50000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAIDTO (R)
STOREY C
100.000000000
Paid by: WI (C)
PENGROWTH
53.47384700

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**

Lease Description / Rights Held

(cont'd)

16.93735300

29.58880000

GENERAL REMARKS - Aug 29, 2012

NOR PAYABLE AFTER FIRST DEDUCTIONS ON ALL OTHER ROYALTIES OR BURDENS ON PRODUCTION. NO OTHER DEDUCTION OTHER THAN PROPORTIONATE SHARE OF TRANSPORTATION COSTS.

APO Area : BESSIE
34.4500000 TWP 62 RGE 15 W5M SEC 28
6.1100000 PNG TO BASE BLUESKY-BULLHEAD

		Related Contracts	
17.50000000	AD00936 A	P&S	May 31, 2012
17.50000000	AD01049 A	P&S	Jun 01, 1992
	AD01052 A	P&S	Oct 28, 1992
	AD01200 B	P&S	Sep 28, 2003
	AD01863 A	P&S	Aug 07, 2007
Net	C08731 A	FO	Dec 02, 1985
0.000	C08732 A	TRUST	Apr 22, 1986
	C08753 A	JOA	Sep 30, 1982
	C08755 A	ORR	Sep 30, 1982

0.00000000 % of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M24306	A	Paid to: ROYALTY (C) PENGROWTH ENERPLUS COR	50.000000000 50.000000000	Paid by: BPO OUTLIER RES POTTS SANLING ENERGY	(C)	53.000000000 9.400000000 37.600000000	
REMARK - Mar 03, 1999 CONVERTIBLE TO 35% WORKING INTEREST AT PAYOUT							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C08755 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of	PROD
	Roy Percent: 2.500000000						
	Deduction: STANDARD						
	Gas: Royalty:	Max:		Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to: ROYALTY (C) SIGNALTA R 1	100.000000000		Paid by: WI PENGROWTH ENERPLUS COR	(C)	50.000000000 50.000000000	
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	
	Roy Percent:						
	Deduction: STANDARD						
	Gas: Royalty:	Max:		Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to: LESSOR (M) ABEN	100.000000000		Paid by: BPO OUTLIER RES POTTS SANLING ENERGY	(C)	53.000000000 9.400000000 37.600000000	

ADXXXXXXX

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M24306	A						
M00679	PNG	CR	160.000			WI	Area : JUDY CREEK
Sub: A	WI	Eff: Jul 06, 1960	160.000	PENGROWTH		100.000000000	TWP 064 RGE 10 W5M NW 31
DIV/PEND	120305	Exp: Jul 05, 1981	160.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH	Ext: 15	160.000	Total Rental:	0.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No					
----- Related Contracts -----							
	Status	Undeveloped	Acres	Net	Undev:	Acres	Net
		Dev:	0.000	0.000		160.000	160.000
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI					
ABEN	100.000000000	PENGROWTH	(M)			100.000000000	
M00679	PNG	CR	160.000			WI	Area : JUDY CREEK
Sub: B	WI	Eff: Jul 06, 1960	160.000	PENGROWTH		100.000000000	UNIT TWP 064 RGE 10 W5M NW 31
DIV/PEND	120305	Exp: Jul 05, 1981	160.000	COASTAL			9.53571200
	PENGROWTH	Ext: 15		RAZOR ENERGY CO			0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
				OBSIDIAN PRT			NO. 137)
100.000000000							89.51984200
							0.57074800 PNG IN SWAN_HILLS

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M00679
Sub: B

----- Related Contracts -----
AD00034 A P&S Dec 11, 1995
U00020 UNIT Oct 01, 1962
U00020 D UNIT Oct 01, 1962

Total Rental: 224.00

Status Developed
Dev: 160.000 Acres
Net 160.000 Undev: 0.000
% of PROD 100.00000000

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000
Roy Percent: STANDARD
Deduction:
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: LESSOR (M) ABEN
Paid by: WI (M) PENGROWTH
100.00000000 100.00000000

M00680 PNG CR Eff: Jul 06, 1960 Exp: Jul 05, 1981 Ext: 15
Sub: A WI 320.000 320.000 320.000
DIV/PEND 120304
PENGROWTH
PENGROWTH
Count Acreage = No
Area : JUDY CREEK
TWP 064 RGE 10 W5M NE 31, NW 32
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

Status Undeveloped
Dev: 0.000 Acres
Net 0.000 Undev: 320.000
% of PROD 100.00000000
----- Related Contracts -----
AD00034 A P&S Dec 11, 1995

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty: A
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Paid to: LESSOR (M)
ABEN
Paid by: WI
PENGROWTH (M)
100.000000000
100.000000000
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.000000000
% of PROD

Prod/Sales:
Prod/Sales:
Prod/Sales:

M00680 PNG CR Eff: Jul 06, 1960 320.000 UNIT Area : JUDY CREEK
Sub: B WI Exp: Jul 05, 1981 320.000 PENGROWTH 9.53571200 TWP 064 RGE 10 W5M NE 31, NW 32
DIV/PEND 120304 Ext: 15 320.000 COASTAL 0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
PENGROWTH RAZOR ENERGY CO 89.51984200 NOS. 136, 178)
100.000000000 PENGROWTH OBSIDIAN PRT 0.57074800 PNG IN SWAN_HILLS

Total Rental: 448.00

Status	Developed	Dev:	320.000	Acres	Net	320.000	Undev:	0.000	Acres	Net	0.000
----- Related Contracts -----											
AD00034 A P&S Dec 11, 1995											
U00020 UNIT Oct 01, 1962											
U00020 C UNIT Oct 01, 1962											
U00020 T UNIT Oct 01, 1962											

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Paid to: LESSOR (M)
ABEN
Paid by: WI
PENGROWTH (M)
100.000000000
100.000000000
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.000000000
% of PROD

Prod/Sales:
Prod/Sales:
Prod/Sales:

(cont'd)

----- **Related Contracts** -----
AD00034 A P&S Dec 11, 1995

Royalty / Encumbrances	

Min Pay:	Prod/Sales:
Div:	Prod/Sales:
Min:	Prod/Sales:

M00681	PNG	CR	Eff: Apr 30, 1963	160,000	WI	UNIT	Area : JUDY CREEK
Sub: B	WI		Exp: Apr 29, 1973	160,000	100.00000000	9.53571200	TWP 064 RGE 10 W5M SW 31
DIVPEND	1001		Ext: 15	160,000	COASTAL	0.37369800	(SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH				RAZOR ENERGY CO	89.51984200	NO. 175)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00681							
Sub: B							
100.00000000	PENGROWTH			OBSIDIAN PRT			0.57074800 PNG IN SWAN_HILLS
Total Rental: 224.00							
----- Related Contracts -----							
Status	Acres	Net	Undev:	Acres	Net		AD00034 A P&S Dec 11, 1995
Developed	160.000	160.000		0.000	0.000		U00020 UNIT Oct 01, 1962
							U00020 Q UNIT Oct 01, 1962
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI	(M)				
ABEN	100.00000000	PENGROWTH					100.00000000
----- Related Contracts -----							
M00682	PNG	CR	Eff: May 05, 1964	C00418	A	Yes	Area : JUDY CREEK
Sub: A	WI		Exp: May 04, 1974	160.000	PENGROWTH		TWP 064 RGE 11 W5M SE 34
DIV/PEND	2950		Ext: 15	80.000	RAZOR ENERGY CO		PNG TO BASE BEAVERHILL_LAKE
	RAZOR ENERGY CO						EXCL PNG IN SWAN_HILLS
100.00000000	RAZOR ENERGY CO	Count Acreage =	No	Total Rental:	224.00		
Status	Acres	Net	Undev:	Acres	Net		----- Related Contracts -----
Undeveloped	0.000	0.000		160.000	80.000		AD00034 A P&S Dec 11, 1995
							C00418 A JOA Apr 28, 1964

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00682

Sub: A

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(C)			
MFPA	100.000000000	PENGROWTH		50.00000000		
		RAZOR ENERGY CO		50.00000000		

M00682	PNG	CR	Eff: May 05, 1964	160.000	C00418	B	Yes	WI	UNIT	Area : JUDY CREEK
Sub: B	WI		Exp: May 04, 1974	160.000	PENGROWTH			50.00000000	9.53571200	TWP 064 RGE 11 W5M SE 34
DIV/PEND	2950		Ext: 15	80.000	RAZOR ENERGY CO			50.00000000	89.51984200	(SOUTH SWAN HILLS UNIT - TRACT
		RAZOR ENERGY CO			COASTAL				0.37369800	NO. 194)
100.00000000		RAZOR ENERGY CO			OBSIDIAN PRT				0.57074800	PNG IN SWAN_HILLS
Total Rental: 0.00										----- Related Contracts -----
Status	Developed	Dev:		Acres	Net		Undev:	Acres	Net	AD00034 A P&S Dec 11, 1995
				160.000	80.000			0.000	0.000	C00418 B JOA Apr 28, 1964
										U00020 UNIT Oct 01, 1962
										U00020 V UNIT Oct 01, 1962
Royalty / Encumbrances										

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00682	B	Royalty Type LESSOR OVERRIDING ROYALTY	ALL	Product Type	Sliding Scale	Convertible	% of Prod/Sales
		Roy Percent:			Y	N	100.00000000 % of PROD
		Deduction:	STANDARD				
		Gas: Royalty:		Max:	Min Pay:		Prod/Sales:
		S/S OIL: Min:			Div:		Prod/Sales:
		Other Percent:			Min:		Prod/Sales:
		Paid to:	PAIDTO (R)		Paid by:	WI (C)	
		MFPA			PENGROWTH		50.00000000
			100.00000000		RAZOR ENERGY CO		50.00000000

M00683	PNG	CR	Eff: Apr 20, 1960	960.000	WI		Area : JUDY CREEK
Sub: A	WI	Exp: Apr 19, 1981	960.000	PENGROWTH	100.00000000		TWP 064 RGE 11 W5M N 35, 36
DIV/PEND	119460A	Ext: 15	960.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH			Total Rental:	0.00		EXCL PNG IN SWAN_HILLS
100.00000000	PENGROWTH	Count Acreage = No					
	Status	Undeveloped	Dev:	Acres	Net	Acres	Net
				0.000	0.000	960.000	960.000
					Undev:		

----- Related Contracts -----
AD00034 A P&S Dec 11, 1995

Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00683	A	Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH	(M)	100.000000000	
M00683	PNG	CR	960.000				UNIT Area : JUDY CREEK
Sub: B	WI	Eff: Apr 20, 1960 Exp: Apr 19, 1981	960.000	PENGROWTH	100.000000000	WI	9.53571200 TWP 064 RGE 11 W5M N 35, 36
DIVPEND	119460A	Ext: 15	960.000	COASTAL			0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH			RAZOR ENERGY CO			89.51984200 NOS.138, 139, 166, 173, 174,
100.000000000	PENGROWTH			OBSIDIAN PRT			0.57074800 177)
							PNG IN SWAN_HILLS
Total Rental: 1344.00							
Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net
			960.000	960.000		0.000	0.000
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH	(M)	100.000000000			
M00684	PNG	CR	320.000				UNIT Area : JUDY CREEK
Sub: A	WI	Eff: Apr 20, 1960 Exp: Apr 19, 1981	320.000	PENGROWTH	100.000000000	WI	9.53571200 TWP 064 RGE 11 W5M S 35

ADXXXXXXX

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**Lease Description / Rights Held

(cont'd)

Oct 01, 1962
Oct 01, 1962
Oct 01, 1962

Royalty / Encumbrances

Area : JUDY CREEK
TWP 064 RGE 12 W5M 32
PNG TO TOP BEAVERHILL LAKE

Aug 15, 1997

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
M00479	B	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI (M)			
		MFPA	100.000000000	RAZOR ENERGY CO		100.000000000	
M00479	PNG	CR	Eff: Apr 07, 1961	960.000	WI		Area : JUDY CREEK
Sub: C	REF		Exp: Apr 06, 1982	960.000	RAZOR ENERGY CO	100.000000000	TWP 064 RGE 12 W5M 32. W 33
DIVPEND	123037		Ext: 15	0.000			PNG IN BEAVERHILL_LAKE
	PENGROWTH		Total Rental:	0.00			
100.000000000	PENGROWTH	Count Acreage = No					
	Status		Undeveloped	Dev:	Acres	Net	Acres
					0.000	0.000	960.000
					Undev:		0.000
				Royalty / Encumbrances			
				Product Type	Sliding Scale	Convertible	% of Prod/Sales
Royalty Type				ALL	Y	N	100.000000000
LESSOR OVERRIDING ROYALTY							% of PROD
Roy Percent:							
Deduction:				STANDARD			
Gas: Royalty:					Min Pay:		Prod/Sales:
S/S OIL: Min:				Max:	Div:		Prod/Sales:
Other Percent:					Min:		Prod/Sales:
Paid to: PAIDTO (R)					Paid by: WI (M)		
MFPA				100.000000000	RAZOR ENERGY CO		100.000000000

----- Related Contracts -----
AD00074 A P&S Aug 15, 1997

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00479	C						
M17490	SUB	FH	640.000			WI	Area : JUDY CREEK
Sub: A	ORR	Eff: Aug 30, 1996	640.000	RAZOR ENERGY CO	100.000000000		TWP 064 RGE 12 W5M 32
DIVPEND	123037	Exp: Aug 31, 1996	0.000				PNG TO TOP BEAVERHILL_LAKE
	PENGROWTH	Ext: HBP		Total Rental: 0.00			
100.00000000	PENGROWTH	Count Acreage = No					
----- Related Contracts -----							
					AD00074 A	P&S	Aug 15, 1997
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
SUB LESSOR ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: LESSOR (M)	Paid by: WI (M)						
PENGROWTH	RAZOR ENERGY CO						
	100.000000000						
M17490	SUB	FH	960.000			WI	Area : JUDY CREEK
Sub: B	ORR	Eff: Aug 30, 1996	960.000	RAZOR ENERGY CO	100.000000000		TWP 064 RGE 12 W5M 32, W 33
DIVPEND	123037	Exp: Aug 31, 1996	0.000				PNG IN BEAVERHILL_LAKE
	PENGROWTH	Ext: HBP		Total Rental: 0.00			
100.00000000	PENGROWTH	Count Acreage = No					
----- Related Contracts -----							
					AD00074 A	P&S	Aug 15, 1997

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M17490							
Sub: B	Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres
				0.000	0.000		960.000
							Net
							0.000
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
SUB LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:				Min Pay:			Prod/Sales:
S/S OIL: Min:				Div:			Prod/Sales:
Other Percent:				Min:			Prod/Sales:
Paid to:	LESSOR (M)			Paid by:	WI (M)		
PENGROWTH		100.000000000		RAZOR ENERGY CO		100.000000000	

M00479	PNG	CR	Eff: Apr 07, 1961	320.000			
Sub: A	WI		Exp: Apr 06, 1982	320.000	PENGROWTH		WI
DIV/PEND	123037		Ext: 15	320.000			100.000000000
	PENGROWTH				Total Rental:	0.00	
100.000000000	PENGROWTH	Count Acreage =	No				
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
			0.000	0.000		320.000	320.000
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		

Area : JUDY CREEK
TWP 064 RGE 12 W5M W 33
NG IN VIKING_ZONE
----- Related Contracts -----
AD00074 A P&S Aug 15, 1997
C00726 M ORR Oct 15, 1997

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
	C00726 M	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of PROD
		Roy Percent:	2.50000000				
		Deduction:	NO				
M00479	A	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI	(C)		
	IMPERIAL LIM	100.000000000		PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	GAS	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)				
MFPA	100.000000000	PENGROWTH		100.000000000			

M00479 PNG CR Eff: Apr 07, 1961 320.000 WI
Sub: D REF Exp: Apr 06, 1982 320.000 RAZOR ENERGY CO 100.000000000
DIV/PEND 123037 Ext: 15 0.000
PENGROWTH Total Rental: 448.00
100.000000000 PENGROWTH

Area : JUDY CREEK
TWP 064 RGE 12 W5M W 33
PNG TO TOP BEAVERHILL_LAKE
EXCL NG IN VIKING_ZONE

----- Related Contracts -----

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

Status	Acres	Net	Acres	Net		
Undeveloped	0.000	0.000	320.000	0.000	AD00074 A	P&S
	Dev:		Undev:			
				0.000		Aug 15, 1997

Royalty / Encumbrances

-----Related Contracts

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		SUB LESSOR ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI	(M)		
		PENGROWTH	100.000000000	RAZOR ENERGY CO		100.000000000	
M23059	PNG	CR	Eff: Apr 21, 1988	160.000	C08207 B No	WI	Area : SWAN HILLS
Sub: A	WI	Exp: Apr 20, 1993	160.000	PENGROWTH		5.831000000	TWP 65 RGE 9 W5M NW 18
DIVPEND	0588040450	Ext: 15	9.330	ASPENLEAF ENERG		91.670000000	PNG TO BASE BEAVERHILL_LAKE
	ASPENLEAF ENERG			NAL RESOURCES		2.499000000	
100.000000000	ASPENLEAF ENERG						
	Status	Undeveloped	Dev:	Acres	Net	Acres	Net
				0.000	0.000	160.000	9.330
				Undev:			
				Total Rental: 224.00			
				----- Related Contracts -----			
				AD00936 A	P&S	May 31, 2012	
				AD01708	P&S	Jan 12, 2005	
				AD01709	P&S	Jan 12, 2005	
				C08116 A	JOA	Jan 01, 1992 (I)	
				C08117 A	RO&OP	Oct 01, 1988 (I)	
				C08207 B	FO&OP	Jul 06, 1988	
				Royalty / Encumbrances			
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.000000000 % of PROD	
Roy Percent:							
Deduction:			STANDARD				
Gas: Royalty:				Min Pay:			Prod/Sales:
S/S OIL: Min:			Max:	Div:			Prod/Sales:
Other Percent:				Min:			Prod/Sales:
Paid to: LESSOR (M)				Paid by: WI	(C)		

----- Related Contracts -----	
AD00936 A	P&S May 31, 2012
AD01708	P&S Jan 12, 2005
AD01709	P&S Jan 12, 2005
C08116 A	JOA Jan 01, 1992 (I)
C08117 A	RO&OP Oct 01, 1988 (I)
C08207 B	FO&OP Jul 06, 1988

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

File Number	Lse Type	Lessor Type				
File Status	Int Type / Lse No/Name					
Mineral Int	Operator / Payor					
		Exposure	Oper.Cont.	ROFR		DOI Code
		Gross				
		Net	Doi Partner(s)	*		
					*	Lease Description / Rights Held

(cont'd)

M23059	A	ABEN	100.000000000	PENGROWTH	5.831000000
				ASPENLEAF ENERG	91.670000000
				NAL RESOURCES	2.499000000

**ROYPAYOR -
DEVON**

[illegible]

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C08207 A	GROSS OVERRIDING ROYALTY	ALL	Y	Y	16.66000000
	Roy Percent:				
	Deduction:				
	Gas: Royalty:		Min Pay:	5.3000	Prod/Sales:
	S/S OIL: Min:	Max:	15.00000000	Div: 23.83650	Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO	Paid by:	PAIDBY	
	ASPENLEAF ENERG	(R)	PENGROWTH	(R)	
		100.00000000	NAL RESOURCES		70.00000000
					30.00000000

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**Lease Description / Rights Held

(cont'd)

A

GENERAL REMARKS -
CONV AFTER 5 TEST WELLS PAYOUT
ALLOWABLE DEDUCTIONS -
NG - AB CROWN DEDUCTIONS
OIL - ACTUAL COST OF TRANSPORTATION

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

[illegible]

Paid to:	LESSOR	(M)	Paid by:	BPO	(C)
ABEN		100.00000000	PENGROWTH		11.66200000
			ASPENLEAF ENERG		83.34000000
			NAL RESOURCES		4.99800000

M00685	PNG	CR	Eff: Jan 24, 1961	320.000	WI	Area : SWAN HILLS
Sub: A	WI		Exp: Jan 23, 1982	320.000	100.00000000	TWP 065 RGE 10 W5M E 17
DIVPEND	121155		Ext: 15	320.000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH					EXCL PNG IN SWAN HILLS
				Total Rental:	0.00	

AD00035 A	P&S	Jun 03, 1996
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Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD

Gas: Royalty: A
S/S OIL: Min: Max:
Other Percent: Min Pay: Div: Prod/Sales:
Min: Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.000000000

M00685 PNG CR Eff: Jan 24, 1961 320.000 UNIT Area : SWAN HILLS
Sub: B WI Exp: Jan 23, 1982 320.000 PENGROWTH 100.000000000 WI 9.53571200 TWP 065 RGE 10 W5ME 17
DIV/PEND 121155 Ext: 15 320.000 COASTAL 0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
PENGROWTH RAZOR ENERGY CO 89.51984200 NOS. 134, 135)
100.000000000 PENGROWTH OBSIDIAN PRT 0.57074800 PNG IN SWAN_HILLS

Status Developed Dev: Acres Net Undev: Acres Net
320.000 320.000 320.000 0.000 0.000

Total Rental: 448.00

Related Contracts
AD00035 A P&S Jun 03, 1996
U00020 UNIT Oct 01, 1962
U00020 A UNIT Oct 01, 1962
U00020 B UNIT Oct 01, 1962

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD

Gas: Royalty: A
S/S OIL: Min: Max:
Other Percent: Min Pay: Div: Prod/Sales:
Min: Prod/Sales:
Prod/Sales:

Millennial Property Report

Lease Description / Rights Held

Paid to:	PAIDTO	Paid by:	WI
MFPA		PENGROWTH	
	100.00000000		100.00000000
			(M)

Area : SWAN HILLS
TWP 065 RGE 10 W5M N 34
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN HILLS

----- **Related Contracts** -----
AD00034 A P&S Dec 11, 1995

Royalty / Encumbrances

UNIT	Area : SWAN HILLS
9.53571200	TWP 065 RGE 10 W5M N 34
0.37369800	(SOUTH SWAN HILLS UNIT - TRACT
89.51984200	NOS. 213, 214)

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M00671						
Sub: B						
100.00000000	PENGROWTH			OBSIDIAN PRT		0.57074800 PNG IN SWAN_HILLS
Total Rental: 448.00						
Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	320.000		0.000	0.000
----- Related Contracts -----						
		AD00034 A	P&S			Dec 11, 1995
		U00020	UNIT			Oct 01, 1962
		U00020 W	UNIT			Oct 01, 1962
		U00020 X	UNIT			Oct 01, 1962

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (M)		
MFPA	100.00000000	PENGROWTH		100.00000000

M00672	PNG	CR	Eff: Nov 03, 1964	320.000	C06044 A	No	WI
Sub: A	ORR		Exp: Nov 02, 1974	320.000	NEWNORTH		100.00000000
DIV/PEND	4075		Ext: 15	0.000			
NEWNORTH							
100.00000000	NEWNORTH						
Total Rental: 448.00							
Status	Dev:	Acres	Net	Undev:	Acres	Net	
Developed		320.000	0.000		0.000	0.000	
----- Related Contracts -----							
		AD00034 A	P&S				Dec 11, 1995
		C00419 A	FO				Sep 06, 1974
		C06044 A	TRUST				Sep 23, 2003

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00672

Sub: A

				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C00419 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of	PROD
	Roy Percent: 7.50000000						
	Deduction: UNKNOWN						
	Gas: Royalty:	Max:	Min Pay:				Prod/Sales:
	S/S OIL: Min:		Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)			
	PENGROWTH	100.000000000	NEWNORTH		100.000000000		
	KIND - Aug 29, 2012						
	YES						
	45 DAYS' WRITTEN NOTICE						
	TAKEOVER - Aug 29, 2012						
	YES						
	SURRENDER - Aug 29, 2012						
	YES						
	60 DAYS' WRITTEN NOTICE						
	ROFR - Aug 29, 2012						
	NO						

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Max:	Div:	Prod/Sales:
				Min:	Prod/Sales:
Paid to:	PAIDTO (R)			Paid by: WI	(C)
MFPA		100.000000000		NEWNORTH	100.000000000

M00686	PNG	CR	Eff: Aug 01, 1961	320.000	WI	Area : SWAN HILLS
Sub: A	WI	Exp: Jul 31, 1982	320.000	PENGROWTH	100.000000000	TWP 065 RGE 11 W5M E 22
DIV/PEND	122817	Ext: 15	320.000			PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH			Total Rental: 0.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No				
Status	Undeveloped	Dev:	Acres	Net	Acres	Net
			0.000	0.000	320.000	320.000
				Undev:		

----- Related Contracts -----
AD00036 A P&S Dec 17, 1996

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				Prod/Sales:
Paid to:	PAIDTO (R)			
MFPA		100.000000000		
			(M)	
		PENGROWTH		100.000000000

M00686	PNG	CR	Eff: Aug 01, 1961	320.000	WI	Area : SWAN HILLS
Sub: B	WI	Exp: Jul 31, 1982	320.000	PENGROWTH	100.000000000	TWP 065 RGE 11 W5M E 22

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M00686						
Sub: B						
DIVPEND	122817	Ext: 15	320.000	COASTAL		0.37369800 (SOUTH SWAN HILLS UNIT - TRACT NOS. 144, 145)
	PENGROWTH			RAZOR ENERGY CO		89.51984200
	PENGROWTH			OBSIDIAN PRT		0.57074800 PNG IN SWAN_HILLS
100.00000000				Total Rental:	448.00	
	Status	Acres	Net	Acres	Net	Related Contracts
	Developed	Dev:	320.000	Undev:	0.000	AD00036 A P&S Dec 17, 1996
					0.000	U00020 UNIT Oct 01, 1962
					0.000	U00020 G UNIT Oct 01, 1962
					0.000	U00020 H UNIT Oct 01, 1962
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL : Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (M)			
MFPA		PENGROWTH				
	100.00000000					
M02789	PNG	CR	Eff: Aug 01, 1961	C00930	A Yes	Area : SWAN HILLS
Sub: A	WI	Exp: Jul 31, 1982	320.000	PENGROWTH		TWP 065 RGE 11 W5M W 26
DIVPEND	122818	Ext: 15	320.000	PENGROWTH	40.000000000	PNG TO BASE BEAVERHILL_LAKE
	RAZOR ENERGY CO		128.000	RAZOR ENERGY CO	60.000000000	EXCL PNG IN SWAN_HILLS
100.00000000	RAZOR ENERGY CO	Count Acreage =	No	Total Rental:	0.00	Related Contracts

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Lease Description / Rights Held

M02789

Net
128.000

Prod/Sales:
Prod/Sales:
Prod/Sales:

----- Related Contracts -----		
AD00124 A	ASSET	Feb 04, 2005
C00930 B	MEMO	Aug 01, 1961
U00020	UNIT	Oct 01, 1962
U00020 AE	UNIT	Oct 01, 1962
U00020 AF	UNIT	Oct 01, 1962

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00678	A	Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: WI PENGROWTH	(M)	100.000000000	
M00678	PNG	CR	320.000				UNIT Area : SWAN HILLS
Sub: B	WI	Eff: Jul 31, 1962	320.000	PENGROWTH	100.000000000		9.53571200 TWP 065 RGE 11 W5M E 27
DIVPEND	94	Exp: Jul 30, 1972	320.000	COASTAL			0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH	Ext: 15		RAZOR ENERGY CO			89.51984200 NOS. 162, 163)
100.000000000	PENGROWTH			OBSIDIAN PRT			0.57074800 PNG IN SWAN_HILLS
Total Rental: 448.00							
Status	Acres	Net	Undev:	Acres	Net		----- Related Contracts -----
Developed	320.000	320.000		0.000	0.000		AD00034 A P&S Dec 11, 1995
							U00020 UNIT Oct 01, 1962
							U00020 K UNIT Oct 01, 1962
							U00020 L UNIT Oct 01, 1962
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: WI PENGROWTH	(M)	100.000000000			
M00687	PNG	CR	320.000				Area : SWAN HILLS
Sub: A	WI	Eff: Aug 01, 1961	320.000	PENGROWTH	100.000000000	WI	TWP 065 RGE 11 W5M E 34
		Exp: Jul 31, 1982					

PENGROWTH ENERGY CORPORATION

Mineral Property Report

WILLIAMS POPULARITY REPORT

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
(cont'd)						
M00687						
Sub: A						
DIVPEND	122819	PENGROWTH	Ext: 15	320.000	Total Rental: 0.00	PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH		Count Acreage =	No		
	Status	Undeveloped	Dev:	Acre	Acres	Related Contracts
				0.000	320.000	AD000036 A P&S
				Undev:	Net	Dec 17, 1996
				0.000	320.000	

(cont'd)

Royalty Type		Product Type		Sliding Scale		Convertible		% of Prod/Sales	
LESSOR OVERRIDING ROYALTY		ALL		Y		N		100.00000000 % of PROD	
Roy Percent:									
Deduction:		STANDARD							
Gas: Royalty:				Min Pay:				Prod/Sales:	
S/S OIL: Min:				Div:				Prod/Sales:	
Other Percent:				Min:				Prod/Sales:	
Paid to:		PAIDTO (R)		Paid by:		(M)			
MPPA				PENGROWTH				100.00000000	
		100.00000000							

M00687	PNG	CR	Eff: Aug 01, 1961	320.000	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Jul 31, 1982	320.000	100.000000000	9.53571200	TWP 065 RGE 11 W5M E 34
DIVPEND	122819		Ext: 15	320.000		0.37369800	(SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH					89.51984200	NOS. 146, 147)
100.000000000	PENGROWTH					0.57074800	PNG IN SWAN_HILLS
				Total Rental:	448.00	----- Related Contracts -----	
						AD000036 A	P&S
							Dec 17, 1996

CS EXPLORER Version: 11.0.4

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
M09321	A	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	U00126 B	Jun 01, 1968
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	UNIT
		Roy Percent:						
		Deduction:	STANDARD					
		Gas: Royalty:		Min Pay:		Prod/Sales:		
		S/S OIL: Min:		Div:		Prod/Sales:		
		Other Percent:		Min:		Prod/Sales:		
		Paid to:	LESSOR (M)	Paid by:	WI (C)			
		ABEN	100.000000000	PENGROWTH		50.000000000		
				RAZOR ENERGY CO		50.000000000		
Area : SWAN HILLS								
TWP 065 RGE 12 W5M N&SW 20								
PNG TO TOP BEAVERHILL_LAKE								
			----- Related Contracts -----					
			AD00275 A	ASSET			May 23, 1997	
			AD00397 A	P&S			Jul 05, 2006	
			AD00544 A	P&S			Jan 14, 2004	
			AD00819 A	P&S			Jul 23, 2006	
			C04273 A	JOA			Jul 30, 1963	

			Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD			
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:		Min Pay:		Prod/Sales:				
S/S OIL: Min:		Div:		Prod/Sales:				
Other Percent:		Min:		Prod/Sales:				

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross	Net	Doi Partner(s)	*	*
Mineral Int	Operator / Payor					Lease Description / Rights Held
(cont'd)						
M09321	B	Paid to: ABEN	LESSOR (M) 100.000000000	Paid by: PENGROWTH RAZOR ENERGY CO	WI (C) 50.000000000 50.000000000	
M00673	PNG	CR	Eff: Nov 03, 1964 Exp: Nov 02, 1974 Ext: 15 Count Acreage = No	PENGROWTH Total Rental: 0.00	WI 100.000000000	Area : SWAN HILLS TWP 066 RGE 10 W5M SW 2 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS
Sub: A DIVPEND	WI 4077	Status Undeveloped	Dev:	Acres 0.000	Net 0.000	Undev: 160.000
----- Related Contracts ----- AD00034 A P&S Dec 11, 1995						
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:						
S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:		
Other Percent:		Min:		Prod/Sales:		
Paid to: MIPA	PAIDTO (R)	Paid by: PENGROWTH	WI (M)	100.000000000		
M00673	PNG	CR	Eff: Nov 03, 1964 Exp: Nov 02, 1974 Ext: 15	PENGROWTH COASTAL	WI 100.000000000	Area : SWAN HILLS TWP 066 RGE 10 W5M SW 2 (SOUTH SWAN HILLS UNIT - TRACT
Sub: B DIVPEND	WI 4077	Status Undeveloped	Dev:	Acres 0.000	Net 0.000	Undev: 160.000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M00673							
Sub: B	PENGROWTH			RAZOR ENERGY CO		89.51984200	NO. 216)
100.00000000	PENGROWTH			OBSIDIAN PRT		0.57074800	PNG IN SWAN_HILLS
Total Rental: 224.00							
----- Related Contracts -----							
Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net
			160.000	160.000		0.000	0.000
						AD00034 A	P&S Dec 11, 1995
						U00020	UNIT Oct 01, 1962
						U00020 Z	UNIT Oct 01, 1962
----- Related Contracts -----							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)				
MFPA	100.00000000	PENGROWTH				100.00000000	
----- Related Contracts -----							
M00674	PNG	CR		Nov 03, 1964		160.000	WI
Sub: A	WI			Nov 02, 1974		160.000	PENGROWTH
DIV/PEND	4078			Ext: 15		160.000	
Total Rental: 0.00							
100.00000000	PENGROWTH						
Count Acreage = No							
Area : SWAN HILLS							
TWP 066 RGE 10 W5M SE 3							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
			0.000	0.000		160.000	160.000
						AD00034 A	P&S Dec 11, 1995

PENGROWTH ENERGY CORPORATION

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00674

Sub: A

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)			
MFPA	100.000000000	PENGROWTH		100.000000000		

M00674	PNG	CR	Eff: Nov 03, 1964	160.000		WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Nov 02, 1974	160.000	PENGROWTH	100.000000000	9.53571200	TWP 066 RGE 10 W5M SE 3
DIV/PEND	4078		Ext: 15	160.000	COASTAL		0.37369800	(SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH				RAZOR ENERGY CO		89.51984200	NO. 215)
100.000000000	PENGROWTH				OBSIDIAN PRT		0.57074800	PNG IN SWAN_HILLS
Total Rental:				224.00				
Status			Dev:	Acres	Net	Undev:	Acres	Net
Developed				160.000	160.000		0.000	0.000
----- Related Contracts -----								
					AD00034 A	P&S		Dec 11, 1995
					U00020	UNIT		Oct 01, 1962
					U00020 Y	UNIT		Oct 01, 1962

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	WI	(M)	
		MFPA	100.000000000	PENGROWTH		100.000000000	
M00674	PNG	CR	Eff: Nov 03, 1964	160.000		WI	Area : SWAN HILLS
Sub: C	WI	Exp: Nov 02, 1974	160.000	PENGROWTH		100.000000000	TWP 066 RGE 10 W5M SW 3
DIV/PEND	4078	Ext: 15	160.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH		Total Rental:	224.00			
100.000000000	PENGROWTH						
	Status		Undeveloped	Dev:	Net	Acres	Net
					0.000	160.000	160.000
				Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD			
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	WI	(M)	
	MFPA	100.000000000	PENGROWTH		100.000000000		
----- Related Contracts -----							
AD00034 A				P&S Dec 11, 1995			

----- Related Contracts -----
AD00034 A P&S Dec 11, 1995

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00674	C						
M00675	PNG	CR	320.000			WI	Area : SWAN HILLS
Sub: A	WI	Eff: Oct 29, 1963	320.000	PENGROWTH		100.000000000	TWP 066 RGE 10 W5M N 4
DIV/PEND	1918	Exp: Oct 28, 1973	320.000				PNG TO BASE BEAVERHILL_LAKE
		Ext: 15	320.000	Total Rental:	0.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No					
	PENGROWTH						
		Status	Acre	Net	Acre	Net	----- Related Contracts -----
	Undeveloped	Dev:	0.000	0.000	Undev:	320.000	AD00034 A P&S Dec 11, 1995
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI					
MFPA	100.000000000	PENGROWTH					
M00675	PNG	CR	320.000			WI	Area : SWAN HILLS
Sub: B	WI	Eff: Oct 29, 1963	320.000	PENGROWTH		100.000000000	UNIT TWP 066 RGE 10 W5M N 4
DIV/PEND	1918	Exp: Oct 28, 1973	320.000	COASTAL			9.53571200
		Ext: 15	320.000	RAZOR ENERGY CO			0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH			OBSIDIAN PRT			89.51984200 NOS. 218, 219)
100.000000000	PENGROWTH						0.57074800 PNG IN SWAN_HILLS

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

Total Rental: 448.00

-----Related Contracts-----		
AD00034 A	P&S	Dec 11, 1995
U00020	UNIT	Oct 01, 1962
U00020 AA	UNIT	Oct 01, 1962
U00020 AB	UNIT	Oct 01, 1962

Convertible	% of Prod/Sales	% of PROD
N	100.00000000	
Prod/Sales:		
Prod/Sales:		
Prod/Sales:		

Paid by: WI (M)
PENGROWTH 100.00000000

Area : SWAN HILLS
TWP 066 RGE 10 W5M E 5
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

----- Related Contracts -----
AD00034 A P&S Dec 11, 1995

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD

Gas: Royalty: A
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
MFPA 100.000000000

Paid by: WI
PENGROWTH (M)
100.000000000

M00676 PNG CR Eff: Oct 30, 1962 320.000 UNIT Area : SWAN HILLS
Sub: B WI Exp: Oct 29, 1972 320.000 PENGROWTH WI 9.53571200 TWP 066 RGE 10 W5M E 5
DIV/PEND 356 Ext: 15 320.000 COASTAL 0.37369800 (SOUTH SWAN HILLS UNIT - TRACT
PENGROWTH RAZOR ENERGY CO 89.51984200 NOS. 172, 220)
100.000000000 PENGROWTH OBSIDIAN PRT 0.57074800 PNG IN SWAN_HILLS

Status Developed Dev: Acres 320.000 Net 320.000 Undev: Acres 0.000 Net 0.000

Total Rental: 448.00

Related Contracts
AD00034 A P&S Dec 11, 1995
U00020 UNIT Oct 01, 1962
U00020 AC UNIT Oct 01, 1962
U00020 N UNIT Oct 01, 1962

Royalty / Encumbrances

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD

Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

(cont'd)

-----	Related Contracts	-----
AD00034 A	P&S	Dec 11, 1995

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:	Min Pay:		Prod/Sales:
Other Percent:		Div:		Prod/Sales:
		Min:		

Paid to:	PAIDTO	Paid by:	WI
MFPA		PENGROWTH	
	100.00000000		100.00000000
			(M)

M00677	PNG	CR	Eff: Jul 28, 1964	160,000	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Jul 27, 1974	160,000	100.00000000	9.53571200	TWP 066 RGE 10 W5M SW 9
DIVPND	3384		Ext: 15	160,000	COASTAL	0.37369800	(SOUTH SWAN HILLS UNIT - TRACT
	PENGROWTH				RAZOR ENERGY CO	89.51984200	NO. 221)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00677							
Sub: B							
100.00000000	PENGROWTH			OBSIDIAN PRT		0.57074800	PNG IN SWAN_HILLS
Total Rental: 224.00							
----- Related Contracts -----							
Status	Dev:	Acres	Net	Undev:	Acres	Net	AD00034 A P&S Dec 11, 1995
Developed		160.000	160.000		0.000	0.000	U00020 UNIT Oct 01, 1962
							U00020 AD UNIT Oct 01, 1962
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)				
MFPA	100.000000000	PENGROWTH				100.000000000	
----- Related Contracts -----							
M00784	PNG	CR	Eff: Jul 28, 1959	320.000	WI		Area : SWAN HILLS
Sub: A	WI		Exp: Jul 27, 1980	PENGROWTH	100.000000000		TWP 066 RGE 10 W5M N 15
DIV/PEND	116003		Ext: 15				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH						EXCL PNG IN SWAN_HILLS
100.00000000	PENGROWTH	Count Acreage = No		Total Rental: 0.00			
Status	Dev:	Acres	Net	Undev:	Acres	Net	----- Related Contracts -----
Undeveloped		0.000	0.000		320.000	320.000	AD00074 A P&S Aug 15, 1997
							C00726 AN ORR Oct 15, 1997

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00784							
Sub: A							
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C00726 M	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD		
	Roy Percent: 2.50000000						
	Deduction: NO						
	Gas: Royalty:		Min Pay:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)			
	IMPERIAL LIM	100.000000000	PENGROWTH				100.000000000
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)				
MFPA	100.000000000	PENGROWTH					100.000000000
M00784	PNG	CR	Eff: Jul 28, 1959	160.000	U00028	A Bypass	TRACT
							Area : SWAN HILLS

Millennial Property Report

Lease Description / Rights Held

(cont'd)

----- Related Contracts -----		
AD00074 A	P&S	Aug 15, 1997
C00726 AN	ORR	Oct 15, 1997
U00028	UNIT	Jan 01, 1963
U00028 A	UNIT	Jan 01, 1963
C00726 M	ORR	Oct 15, 1997

100.000000000

NO DEDUCTIONS

Div:

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

Other Percent:	Min:	Prod/Sales:
Paid to: DEPOSITOF(M)	Paid by: TRACT (C)	
MFPA	PENGROWTH	100.00000000
		100.00000000

M00784	PNG	CR	Eff: Jul 28, 1959	160.000	U00028	B	Bypass	TRACT	Area : SWAN HILLS
Sub: C	WI		Exp: Jul 27, 1980	160.000	PENGROWTH			100.000000000	TWP 066 RGE 10 W5M NE 15
DIVPEND	116003		Ext: 15	160.000					PNG IN SWAN_HILLS
100.000000000	PENGROWTH				Total Rental:		224.00		
	PENGROWTH								

Status	Acres	Net	Acres	Net
Developed	160.000	160.000	0.000	0.000
	Dev:		Undev:	
				(SWAN HILLS UNIT NO. 1 - TRACT NO. 68B)

Royalty / Encumbrances					Related Contracts				
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
C00726 AN GROSS OVERRIDING ROYALTY		ALL	N	N	100.00000000 % of PROD		AD00074 A	P&S	Aug 15, 1997
Roy Percent:	2.500000000						C00726 AN	ORR	Oct 15, 1997
Deduction:	NO						U00028	UNIT	Jan 01, 1963
Gas: Royalty:			Min Pay:		Prod/Sales:		U00028 B	UNIT	Jan 01, 1963
S/S OIL: Min:		Max:	Div:		Prod/Sales:				
Other Percent:			Min:		Prod/Sales:				

Paid to:	PAIDTO	(R)	
IMPERIAL LIM			100.00000000
Paid by:	WI	(C)	
PENGROWTH			100.00000000

GENERAL REMARKS - Aug 29, 2012

NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
10%	Physical	10%	10%	10%
15%	Digital	15%	15%	15%
20%	Service	20%	20%	20%
25%	Software	25%	25%	25%
30%	Hardware	30%	30%	30%
35%	Cloud	35%	35%	35%
40%	Mobile	40%	40%	40%
45%	IoT	45%	45%	45%
50%	AI	50%	50%	50%
55%	Blockchain	55%	55%	55%
60%	Quantum	60%	60%	60%
65%	Space	65%	65%	65%
70%	Biotech	70%	70%	70%
75%	Autonomous	75%	75%	75%
80%	VR/AR	80%	80%	80%
85%	Metaverse	85%	85%	85%
90%	Web3	90%	90%	90%
95%	DeFi	95%	95%	95%
100%	NFTs	100%	100%	100%

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	DEPOSITOF(M)	Paid by:	TRACT	(C)	
		MFPA	100.000000000	PENGROWTH		100.000000000	
M00796	PNG	CR	160.000	C00475	A No	WI	Area : SWAN HILLS
Sub: A	WI		160.000	PENGROWTH		33.62749000	TWP 066 RGE 10 W5M SE 16
DIV/PEND	0596100571	Exp: Oct 16, 2001	53.804	ARC		1.77729570	PNG TO BASE BEAVERHILL_LAKE
	CNR	Ext: 15		BUCOLIC RES		0.29169800	
				CDN KENWOOD		0.68906510	
				CHAIR HOLD		0.23325600	
				CHAIRRES		1.00000000	
				CRESCENT PTSHP		0.50025900	
				CNR		21.29854930	
				DIVOT ENERGY		0.20000000	
				LINTUS		0.07569170	
				RAZOR ENERGY CO		21.72009320	
				SABRE3		18.58660200	
100.00000000	CNRL						
----- Related Contracts -----							
				AD00074 A	P&S	Aug 15, 1997	
				AD00123 A	P&S	Dec 20, 2004	
				C00475 A	JOA	Oct 16, 1996	
				C00726 AI	ORR	Oct 15, 1997	
				Total Rental:	224.00		
Status			Acres	Net	Undev:	Acres	Net
Undeveloped			0.000	0.000		160.000	53.804
				Royalty / Encumbrances			

----- Related Contracts -----
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
C00475 A JOA Oct 16, 1996
C00726 AI ORR Oct 15, 1997

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00796	<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	C00726 AI	GROSS OVERRIDING ROYALTY	ALL	N	N	20.21002270	% of PROD
	Roy Percent:		2.50000000				
	Deduction:		NO				
	Gas: Royalty:			Min Pay:			Prod/Sales:
S/S OIL: Min:			Max:	Div:			Prod/Sales:
Other Percent:				Min:			Prod/Sales:
Paid to:		PAIDTO (R)		Paid by:	WI	(C)	
IMPERIAL LIM		100.000000000		PENGROWTH		100.000000000	

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
Roy Percent:						
Deduction: STANDARD						
Gas: Royalty:						
S/S OIL: Min:						
Other Percent:						
Paid to: PAIDTO (R)						
MFPA	100.000000000	PENGROWTH	WI	(C)	33.62749000	
		ARC			1.77729570	
		BUCOLIC RES			0.29169800	
		CDN KENWOOD			0.68906510	
		CHAIR HOLD			0.23325600	
		CHAIRRES			1.00000000	
		CRESCENT PTSHIP			0.50025900	

R
**CS EXPLORER Version: 11.0.4

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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[illegible]

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REPORT

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Gross					
Mineral Int	Operator / Payor	Net	DOI Partner(s)	*	*		
(cont'd)							
M02942	PNG	CR	Eff: Aug 01, 1961	PAIDTO	(R)		
Sub: A	WI		Exp: Jul 31, 1982				
DIVPEND	122821		Ext: 15				
RAZOR ENERGY CO							
RAZOR ENERGY CO							
Count Acreage = No							
Total Rental: 448.00							
Area : SWAN HILLS							
TWP 066 RGE 11 W5M E 3							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
AD00124 A ASSET Feb 04, 2005							
C00930 A MEMO Aug 01, 1961							

Status Undeveloped							
Acres 0.000							
Dev: 0.000							
Net 0.000							
Undev: 0.000							
Acres 320.000							
Net 128.000							

Royalty / Encumbrances							

Royalty Type LESSOR OVERRIDING ROYALTY							
Product Type ALL							
Sliding Scale Y							
Convertible N							
% of Prod/Sales 100.000000000 % of PROD							
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:							
S/S OIL: Min:							
Other Percent:							
Min Pay:							
Div:							
Min:							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to: LESSOR (M)							
ABEN							
100.000000000							
PENGROWTH							
RAZOR ENERGY CO							
40.000000000							
60.000000000							
(C)							
Paid by: WI							
PENGROWTH							
RAZOR ENERGY CO							
40.000000000							
60.000000000							
UNIT							
Area : SWAN HILLS							
TWP 066 RGE 11 W5M E 3							
(SOUTH SWAN HILLS UNIT - TRACT							

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M23033

Sub: A	Status	Undeveloped	Dev:	Acres	0.000	Net	0.000	Undev:	Acres	160.000	Net	11.200	AD01709	P&S	Jan 12, 2005
													C08104 B	FI	Oct 25, 1993
													C10322 B	FI	Sep 30, 1993
													C10323 B	GOR	Mar 17, 1993

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10323 B	GROSS OVERRIDING ROYALTY	ALL	N	N	48.75000000 % of

Roy Percent: 2.00000000

Deduction: YES

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: ROYALTY (C)

KOMP RES

100.000000000

Paid by: ROYPAYBY(C)

N7 ENERGY LTD

79.48720000

PENGROWTH

14.35896000

NAL RESOURCES

6.15384000

DEDUCTIONS -

MINERAL OWNER MAY USE ANY PETROLEUM SUBSTANCES REASONABLY REQUIRED FOR THEIR OPERATIONS ON THE ROYALTY LANDS AND SUCH PETROLEUM SUBSTANCES SHALL BE EXCLUDED IN DETERMINING GORR.

MINERAL OWNER MAY DEDUCT CONSULTANT'S PROPORTIONATE SHARE OF THE ACTUAL COSTS OF PROCESSING, TRANSPORTATION AND MARKETING OF PETROLEUM SUBSTANCES TO THE POINT OF SALE, BUT NOT COSTS INCURRED IN CONNECTION WITH PRODUCING, OPERATING, TREATING, GATHERING AND COMPRESSING OF SUCH SUBSTANCES.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10322 B	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD

Roy Percent: 2.00000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M23033	A						
		Deduction:	YES				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	ROYALTY (C)	Paid by:	WI	(C)	
		CALLER	100.000000000	PENGROWTH			7.000000000
				NAL RESOURCES			3.000000000
				N7 ENERGY LTD			90.000000000

REMARK -

THIS ROYALTY COMES FROM AN OVERRIDING ROYALTY AGREEMENT DATED JANUARY 8, 1993 BETWEEN HIGHRIDGE EXPLORATION LTD., PENTAGON ENERGY CORP. AND CALLERA ENERGY LTD. ATTACHED TO THIS FARMIN AGREEMENT.

DEDUCTIONS -

THE OVERRIDING ROYALTY SHALL BE FREE AND CLEAR OF ANY AND ALL DEDUCTIONS OF ANY KIND EXCEPT AS SPECIFICALLY HEREINAFTER SET FORTH;
THE OVERRIDING ROYALTY HEREIN RESERVED AND RETAINED BY THE ROYALTY OWNER SHALL BEAR, AND THE GRANTOR MAY DEDUCT FROM THE SUM PAYABLE EACH MONTH TO THE ROYALTY OWNER HEREUNDER, ROYALTY OWNER'S PROPORTIONATE SHARE OF THE COSTS, CHARGES AND EXPENSES FOR THAT MONTH OF TRANSPORTATING THE PETROLEUM SUBSTANCES TO MAKE THEM MARKETABLE.

Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:							Prod/Sales:
S/S OIL: Min:							Prod/Sales:
Other Percent:							Prod/Sales:
		Max:					
		Min Pay:					
		Div:					
		Min:					

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

	Paid to:	LESSOR (M)		Paid by:	WI (C)	
	ABEN		100.000000000	PENGROWTH		7.000000000
				NAL RESOURCES		3.000000000
				N7 ENERGY LTD		90.000000000

M23032	PNG	CR	Eff: Nov 29, 1990	160.000	C10322	A	No	WI	Area : MEEKWAP
Sub: A	WI		Exp: Nov 28, 1995	160.000	PENGROWTH			7.000000000	TWP 66 RGE 15 W5M NE SEC 30
DIV/PEND	0590110497		Ext: 15	11.200	NAL RESOURCES			3.000000000	PNG TO BASE WINTERBURN
	N7 ENERGY LTD				N7 ENERGY LTD			90.000000000	
100.000000000	N7 ENERGY LTD								
	Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
				160.000	11.200		0.000	0.000	AD00936 A P&S May 31, 2012
									AD01708 P&S Jan 12, 2005
									AD01709 P&S Jan 12, 2005
									C08104 A FI Oct 25, 1993
									C10322 A FI Sep 30, 1993
									C10323 A GOR Mar 17, 1993

Royalty / Encumbrances				Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of	PROD
C10322 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of	PROD
	Roy Percent: 2.000000000						
	Deduction: YES						
	Gas: Royalty:						
	S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:		
	Other Percent:		Min:		Prod/Sales:		
					Prod/Sales:		
	Paid to: ROYALTY (C)		Paid by: WI (C)				
	CALLER		PENGROWTH		7.000000000		
			NAL RESOURCES		3.000000000		
			N7 ENERGY LTD		90.000000000		

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M23032 A **REMARK -**
THIS ROYALTY COMES FROM AN OVERRIDING ROYALTY AGREEMENT DATED JANUARY 8, 1993 BETWEEN HIGHRIDGE EXPLORATION LTD., PENTAGON ENERGY CORP. AND CALLERA ENERGY LTD. ATTACHED TO THIS FARMIN AGREEMENT.

DEDUCTIONS -
THE OVERRIDING ROYALTY SHALL BE FREE AND CLEAR OF ANY AND ALL DEDUCTIONS OF ANY KIND EXCEPT AS SPECIFICALLY HEREINAFTER SET FORTH;
THE OVERRIDING ROYALTY HEREIN RESERVED AND RETAINED BY THE ROYALTY OWNER SHALL BEAR, AND THE GRANTOR MAY DEDUCT FROM THE SUM PAYABLE EACH MONTH TO THE ROYALTY OWNER HEREUNDER, ROYALTY OWNER'S PROPORTIONATE SHARE OF THE COSTS, CHARGES AND EXPENSES FOR THAT MONTH OF TRANSPORTATING THE PETROLEUM SUBSTANCES TO MAKE THEM MARKETABLE.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10323 A	GROSS OVERRIDING ROYALTY	ALL	N	N	47.81250000 % of
	Roy Percent: 2.00000000				
	Deduction: YES				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: ROYALTY (C)		Paid by: ROYPAYBY(C)		
	KOMP RES	100.000000000	N7 ENERGY LTD		79.08500000
			PENGROWTH		14.64050000
			NAL RESOURCES		6.27450000

DEDUCTIONS -
MINERAL OWNER MAY USE ANY PETROLEUM SUBSTANCES REASONABLY REQUIRED FOR THEIR OPERATIONS ON THE ROYALTY LANDS AND SUCH PETROLEUM SUBSTANCES SHALL BE EXCLUDED IN DETERMINING GORR.
MINERAL OWNER MAY DEDUCT CONSULTANT'S PROPORTIONATE SHARE OF THE ACTUAL COSTS OF PROCESSING, TRANSPORTATION AND MARKETING OF PETROLEUM SUBSTANCES TO

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M23032	A	THE POINT OF SALE, BUT NOT COSTS INCURRED IN CONNECTION WITH PRODUCING, OPERATING, TREATING, GATHERING AND COMPRESSING OF SUCH SUBSTANCES.					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	LESSOR (M)	Paid by:	WI (C)		
		ABEN	100.000000000	PENGROWTH		7.000000000	
				NAL RESOURCES		3.000000000	
				N7 ENERGY LTD		90.000000000	

M23034	PNG	CR	Eff:	Jan 07, 1993	160.000	C10322	D	No	WI	Area : MEEKWAP
Sub: A	WI		Exp:	Jan 06, 1998	160.000	PENGROWTH			7.000000000	TWP 66 RGE 15 W5M SE SEC 31
DIVPEND	0593010173		Ext:	15	11.200	NAL RESOURCES			3.000000000	PNG TO BASE WINTERBURN
	N7 ENERGY LTD					N7 ENERGY LTD			90.000000000	
100.00000000	N7 ENERGY LTD									
		Status	Undeveloped	Dev:		Acres	Net	Undev:	Acres	Net
						0.000	0.000	0.000	160.000	11.200
		Total Rental: 224.00								
		----- Related Contracts -----								
		AD00936 A	P&S	May 31, 2012						
		AD01708	P&S	Jan 12, 2005						
		AD01709	P&S	Jan 12, 2005						
		C08104 B	FI	Oct 25, 1993						
		C10322 D	FI	Sep 30, 1993						

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10322 D	GROSS OVERRIDING ROYALTY	ALL	N	N	48.75000000 % of

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M23034	A	Roy Percent: 2.00000000 Deduction: YES Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:
		Paid to: ROYALTY (C) CALLER	100.000000000	Paid by: WI PENGROWTH NAL RESOURCES N7 ENERGY LTD	(C) 7.000000000 3.000000000 90.000000000

DEDUCTIONS -

MINERAL OWNER MAY USE ANY PETROLEUM SUBSTANCES REASONABLY REQUIRED FOR THEIR OPERATIONS ON THE ROYALTY LANDS AND SUCH PETROLEUM SUBSTANCES SHALL BE EXCLUDED IN DETERMINING GORR.
MINERAL OWNER MAY DEDUCT CONSULTANT'S PROPORTIONATE SHARE OF THE ACTUAL COSTS OF PROCESSING, TRANSPORTATION AND MARKETING OF PETROLEUM SUBSTANCES TO THE POINT OF SALE, BUT NOT COSTS INCURRED IN CONNECTION WITH PRODUCING, OPERATING, TREATING, GATHERING AND COMPRESSING OF SUCH SUBSTANCES.

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH	(C)	7.000000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M23034	A			NAL RESOURCES		3.000000000	
				N7 ENERGY LTD		90.000000000	

M23035	PNG	CR	Eff: Jan 07, 1993	160.000	C10322	C No	WI	Area : MEEKWAP
Sub: A	WI		Exp: Jan 06, 1998	160.000	PENGROWTH		7.000000000	TWP 66 RGE 15 W5M SW 32
DIVPEND	0593010174		Ext: 15	11.200	NAL RESOURCES		3.000000000	PNG TO BASE WINTERBURN
	N7 ENERGY LTD				N7 ENERGY LTD		90.000000000	EXCL PNG IN NISKU
100.000000000	N7 ENERGY LTD							

Total Rental: 224.00

Status	Acres	Net	Undev:	Acres	Net	Related Contracts
Undeveloped	0.000	0.000		160.000	11.200	AD00936 A P&S May 31, 2012
						AD01708 P&S Jan 12, 2005
						AD01709 P&S Jan 12, 2005
						C08104 C FI Oct 25, 1993
						C10322 C FI Sep 30, 1993
						C10322 E FI Sep 30, 1993 (I)
						C10323 C GOR Mar 17, 1993

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10322 C	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000 % of PROD

Roy Percent: 2.000000000
Deduction: YES
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: ROYALTY (C)
CALLER
100.000000000
Paid by: WI (C)
PENGROWTH
NAL RESOURCES
N7 ENERGY LTD
7.000000000
3.000000000
90.000000000

REMARK -

THIS ROYALTY COMES FROM AN OVERRIDING ROYALTY AGREEMENT DATED JANUARY 8, 1993

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M23035 A BETWEEN HIGHRIDGE EXPLORATION LTD., PENTAGON ENERGY CORP. AND CALLERA ENERGY LTD. ATTACHED TO THIS FARMIN AGREEMENT.

DEDUCTIONS -

THE OVERRIDING ROYALTY SHALL BE FREE AND CLEAR OF ANY AND ALL DEDUCTIONS OF ANY KIND EXCEPT AS SPECIFICALLY HEREINAFTER SET FORTH;
THE OVERRIDING ROYALTY HEREIN RESERVED AND RETAINED BY THE ROYALTY OWNER SHALL BEAR, AND THE GRANTOR MAY DEDUCT FROM THE SUM PAYABLE EACH MONTH TO THE ROYALTY OWNER HEREUNDER, ROYALTY OWNER'S PROPORTIONATE SHARE OF THE COSTS, CHARGES AND EXPENSES FOR THAT MONTH OF TRANSPORTATING THE PETROLEUM SUBSTANCES TO MAKE THEM MARKETABLE.

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C10323 C GROSS OVERRIDING ROYALTY ALL N 48.75000000 % of

Roy Percent: 2.00000000
Deduction: YES
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Prod/Sales:
Other Percent: Div: Prod/Sales:
 Min: Prod/Sales:

Paid to: ROYALTY (C) Paid by: ROYPAYBY(C)
KOMP RES 100.000000000 N7 ENERGY LTD 79.48720000
 PENGROWTH 14.35896000
 NAL RESOURCES 6.15384000

DEDUCTIONS -

MINERAL OWNER MAY USE ANY PETROLEUM SUBSTANCES REASONABLY REQUIRED FOR THEIR OPERATIONS ON THE ROYALTY LANDS AND SUCH PETROLEUM SUBSTANCES SHALL BE EXCLUDED IN DETERMINING GORR.
MINERAL OWNER MAY DEDUCT CONSULTANT'S PROPORTIONATE SHARE OF THE ACTUAL COSTS OF PROCESSING, TRANSPORTATION AND MARKETING OF PETROLEUM SUBSTANCES TO THE POINT OF SALE, BUT NOT COSTS INCURRED IN CONNECTION WITH PRODUCING, OPERATING, TREATING, GATHERING AND COMPRESSING OF SUCH SUBSTANCES.

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

A		Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	% of PROD
Roy Percent:				100.00000000
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI (C)	
ABEN	100.000000000	PENGROWTH		7.00000000
		NAL RESOURCES		3.00000000
		N7 ENERGY LTD		90.00000000

[illegible]

ADXXXXXX

ADXXXXXX

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M13811 B _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000 Paid by: WI (M) 100.000000000
MFPA PENGROWTH

M01350 PNG CR Eff: Jun 17, 1960 320.000 C00003 A Yes WI UNIT Area : GOOSE RIVER
Sub: A WI Exp: Jun 16, 1981 320.000 PENGROWTH 50.00000000 96.75000000 TWP 066 RGE 18 W5M N 32
DIV/PEND 120052 Ext: 15 160.000 OBSIDIAN PRT 50.00000000 3.25000000 (GOOSE RIVER UNIT NO. 1 -
OBSIDIAN ENERGY TRACT NO. 4)
100.000000000 PENGROWTH Total Rental: 448.00 PNG IN SWAN_HILLS

Status Developed Dev: 320.000 Acres 320.000 Net 160.000 Undev: 0.000 Acres 0.000 Net 0.000
----- Related Contracts -----
AD00701 A P&S Nov 30, 2000
C00003 A JOA Dec 15, 1958
U00272 UNIT Jul 01, 1968

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:

Min Pay: Prod/Sales: Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
Other Percent:							
			Max:	Div:		Prod/Sales:	
				Min:		Prod/Sales:	
Paid to: MFPA			PAIDTO (R)				
			100.000000000				
Paid by: MFPA				WI	(C)		
				PENGROWTH		50.000000000	
				OBSIDIAN PRT		50.000000000	
Total Rental: 0.00							
M13833	PNG	CR	Eff: Feb 19, 1965	320.000		WI	Area : GOOSE RIVER
Sub: A	WI		Exp: Feb 18, 1975	320.000	PENGROWTH	100.000000000	TWP 066 RGE 18 W5M S 32
DIVPEND	5116		Ext: 15	320.000			PNG IN SWAN_HILLS
PENGROWTH							
100.000000000							
Status			Acres	Net	Acres	Net	
Developed			320.000	320.000	0.000	0.000	
Dev:				Undev:			
----- Related Contracts -----							
			AD00643 A	CONVEY	Nov 01, 2006		
			U00272 C	UNIT	Jul 01, 1968		
Royalty / Encumbrances							

Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD		
Roy Percent: STANDARD							
Deduction: STANDARD							
Gas: Royalty:			Min Pay:			Prod/Sales:	
S/S OIL: Min:			Div:			Prod/Sales:	
Other Percent:			Min:			Prod/Sales:	
Paid to: MFPA			PAIDTO (R)				
			100.000000000				
Paid by: MFPA				WI	(M)		
				PENGROWTH		100.000000000	
M13833	PNG	CR	Eff: Feb 19, 1965	320.000		WI	Area : GOOSE RIVER

(cont'd)

Roy Percent:
Deduction:
Gas: Royalty:
S/S OIL: Min:
Other Percent:

-----Related Contracts-----		
AD00123 A	P&S	Dec 20, 2004
C01225 A	JOA	Dec 01, 1958

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M03402
Sub: A
Status Undeveloped
Dev: Acres 0.000 Net 0.000 Undev: Acres 2,560.000 Net 1,280.000

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			100.00000000 % of PROD
Deduction: STANDARD			
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI (C)		
MFPA	PENGROWTH		50.00000000
	BUCOLIC RES		3.00000000
	CHAIRRES		10.28461055
	SABRE3		36.71538945

M03402	PNG	CR	Eff: Mar 22, 1962	4,320.000	C01225	C No	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Mar 21, 1983	4,320.000	PENGROWTH		24.00878780	TWP 067 RGE 09 W5M 5, 6, 7, 8,
DIVPEND	126088		Ext: 15	2,160.000	BUCOLIC RES		0.29169800	W 17, 18, 19, SW 20
	SABRE3				CHAIRRES		1.00000000	(SWAN HILLS UNIT NO. 1 - TRACT
100.00000000	SABRE				SABRE3		24.82733620	NOS. 9F, 10F, 11F, 12F,
					439ROY		1.06010760	13F, 14F, 15F, 16F, 33F, 34F,
					ARC		1.77729570	35F, 36F, 37F, 38F, 39F, 40F,
					CDN KENWOOD		0.68906510	58F, 59F, 60F, 61F, 62F, 63F,
					CHAIR HOLD		0.23325600	82F, 83F, 84F, 85F, 86F)
					CNR		31.87154260	PNG IN SWAN_HILLS

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

[illegible]

M03402

Sub: B

ADXXXXXX

Mineral Property Report

Lease Description / Rights Held

M03402	B	U00028 EJ	UNIT	Jan 01, 1963
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Related Contracts		
AD00123 A	P&S	Dec 20, 2004
C01217 A	FO	May 01, 2003
C01225 B	JOA	Dec 01, 1958

Royalty / Encumbrances

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M03402	C	ROFR - Aug 29, 2012 NO					
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.00000000	% of PROD
Roy Percent:							
Deduction:			STANDARD				
Gas: Royalty:				Min Pay:		Prod/Sales:	
S/S OIL: Min:			Max:	Div:		Prod/Sales:	
Other Percent:				Min:		Prod/Sales:	
Paid to:			PAIDTO (R)	Paid by:	WI	(C)	
MFPA			100.000000000	BUCOLIC RES		3.000000000	
				CHAIRRES		10.28461055	
				SABRE3		86.71538945	
Area : SWAN HILLS							
M03402	PNG	CR	Eff: Mar 22, 1962	C01225	A	No	WI
Sub: D	WI		Exp: Mar 21, 1983	PENGROWTH			50.00000000
DIV/PEND	126088		Ext: 15	BUCOLIC RES			3.00000000
	SABRE3			CHAIRRES			10.28461055
100.00000000	SABRE		Count Acreage =	No	SABRE3		36.71538945
			Total Rental:				0.00
Status			Acres	Net	Undev:	Acres	Net
Undeveloped			0.000	0.000		1,760.000	880.000
Dev:							
----- Related Contracts -----							
			AD00123 A	P&S			Dec 20, 2004
			C01225 A	JOA			Dec 01, 1958

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

M03402
D
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
MFPA 100.000000000
Paid by: WI (C)
PENGROWTH 50.000000000
BUCOLIC RES 3.000000000
CHAIRRES 10.28461055
SABRE3 36.71538945

M00782 PNG CR Eff: Jan 28, 1959 4,480.000 C00471 A Yes WI
Sub: A WI Exp: Jan 27, 1980 4,480.000 PENGROWTH 36.24804430
DIV/PEND 114093 Ext: 15 1,623.912 CNR 63.75195570
CNR
100.000000000 CNRL Total Rental: 6272.00
Area : SWAN HILLS
TWP 067 RGE 10 W5M W 1, 2-4, 9,
N 10, N&SE 11, NW 12
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

Status Developed Dev: Acres 800.000 Net 289.984 Undev: 3,680.000 1,333.928
----- Related Contracts -----
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
C00471 A JOA Sep 04, 1989
C00726 A ORR Oct 15, 1997

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C00726 A GROSS OVERRIDING ROYALTY ALL N 23.74804430 % of PROD
Roy Percent: 2.50000000
Deduction: NO
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Paid to: PAIDTO (R) Paid by: WI (C)
IMPERIAL LIM 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

A		Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:	
S/S OIL: Min:	Max:	Div:		Prod/Sales:	
Other Percent:		Min:		Prod/Sales:	
Paid to:	PAIDTO (R)	Paid by:	WI (C)		
MFPA	100.00000000	PENGROWTH		36.24804430	
		CNR		63.75195570	

M00782	PNG	CR	Eff: Jan 28, 1959	160.000	C00471	D Yes	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Jan 27, 1980	160.000	PENGROWTH		24.00878780	TWP 067 RGE 10 W5M W 1, 2-4,
DIVPEND	114093		Ext: 15	57.997	CNR		31.87154260	9-11, W 12
	CNR				439ROY		1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
100.000000000	CNRL		Count Acreage = No		ARC		1.77729570	NOS. 1E, 2E, 3E, 4E, 5E, 6E,
					BUCOLIC RES		0.29169800	7E, 8E, 17E, 18E, 19E, 20E,
					CDN KENWOOD		0.68906510	21E, 22E, 23E, 26E, 27E, 28E,
					CHAIR HOLD		0.23325600	29E, 30E, 31E, 32E, 41E, 42E,
					CHAIRRES		1.00000000	43E, 44E, 45E, 46E, 47E)
					DIVOT ENERGY		1.18300000	PNG IN SWAN_HILLS (UNITIZED

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

(cont'd)

Sub: B

LINTUS	0.07569170	ZONE SWAN HILLS UNIT NO. 1)
RAZOR ENERGY CO	12.98221930	
SABRE3	24.82733620	Related Contracts

AD00123 A P&S Dec 20 2004

C000471 D	JOA	Sep 04, 1989
C00726 A	ORR	Oct 15, 1997
U00028	UNIT	Jan 01, 1963
U00028 AC	UNIT	Jan 01, 1963
U00028 AD	UNIT	Jan 01, 1963
U00028 AE	UNIT	Jan 01, 1963
U00028 AF	UNIT	Jan 01, 1963
U00028 AG	UNIT	Jan 01, 1963
U00028 AH	UNIT	Jan 01, 1963
U00028 AI	UNIT	Jan 01, 1963
U00028 AJ	UNIT	Jan 01, 1963
U00028 AK	UNIT	Jan 01, 1963
U00028 AL	UNIT	Jan 01, 1963
U00028 AM	UNIT	Jan 01, 1963
U00028 AN	UNIT	Jan 01, 1963
U00028 AO	UNIT	Jan 01, 1963
U00028 AP	UNIT	Jan 01, 1963
U00028 AS	UNIT	Jan 01, 1963
U00028 AT	UNIT	Jan 01, 1963
U00028 AU	UNIT	Jan 01, 1963
U00028 AV	UNIT	Jan 01, 1963
U00028 AW	UNIT	Jan 01, 1963
U00028 AX	UNIT	Jan 01, 1963
U00028 AY	UNIT	Jan 01, 1963
U00028 Q	UNIT	Jan 01, 1963
U00028 R	UNIT	Jan 01, 1963

Status	Acres	Net	Acres	Net
Developed	Dev:	57,997	Undev:	0,000
	160,000		0,000	0,000

		Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD
	Roy Percent:	2.50000000			
	Deduction:	NO			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	WI (C)	
	IMPERIAL LIM	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
Min Pay:				Prod/Sales:

Willie and Property Report

M00779	PNG	CR	Eff: May 30, 1960	800.000	C00471	A	Yes	WI
Sub: A	WI		Exp: May 29, 1981	800.000	PENGROWTH			36.24804430
DIVPEND	120041		Ext: 15	289.984	CNR			63.75195570
100.000000000	CNRL		Count Acreage =	No	Total Rental:		0.00	
<div> <div>Area : SWAN HILLS</div> <div>TWP 067 RGE 10 W5M 6</div> <div>TWP 067 RGE 11 W5M SE 1</div> <div>PNG TO BASE BEAVERHILL_LAKE</div> <div>EXCL PNG IN SWAN_HILLS</div> </div>								
Status	Undeveloped	Dev:	Acres	Net	Acres	Net	Related Contracts	
			0.000	0.000	800.000	289.984	AD00074 A P&S	Aug 15, 1997

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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[illegible]

Status	Acres	Net	Undev:	Acres	Net
Developed	160,000	57,997		0,000	0,000
Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD
	Roy Percent:	2.50000000			
	Deduction:	NO			
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAID TO	(R)	Paid by:	WI
	IMPERIAL LIM			PENGROWTH	(C)
		100.000000000			100.000000000

ADXXXXXX

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00779 B GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: DEPOSITOF(M)
MFPA 100.000000000
Paid by: WI (C)
PENGROWTH 36.24804430
CNR 63.75195570

M00779 PNG CR Eff: May 30, 1960 160.000 C00471 D Yes WI UNIT Area : SWAN HILLS
Sub: C WI Exp: May 29, 1981 160.000 PENGROWTH 36.24804430 24.00878780 TWP 067 RGE 10 W5M SW 6
DIVPEND 120041 Ext: 15 57.997 CNR 63.75195570 31.87154260
CNR 439ROY PNG IN SWAN_HILLS
CNRL ARC 1.06010760
BUCOLIC RES 1.77729570 (SWAN HILLS UNIT NO. 1 - TRACT
CDN KENWOOD NO. 12E)
CHAIR HOLD 0.29169800 NO. 12E)
CHAIRRES 0.68906510
DIVOT ENERGY 0.23325600
LINTUS 1.00000000 AD00074 A P&S Aug 15, 1997
RAZOR ENERGY CO 1.18300000 AD00123 A P&S Dec 20, 2004
SABRE3 0.07569170 C00471 D JOA Sep 04, 1989
12.98221930 C00726 A ORR Oct 15, 1997
24.82733620 U00028 UNIT Jan 01, 1963
U00028 Y UNIT Jan 01, 1963
Total Rental: 224.00

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00779

Sub: C

Status	Acres	Net	Acres	Net
Developed	160.000	57.997	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N
	Roy Percent: 2.50000000		N 23.74804430 % of PROD
	Deduction: NO		
	Gas: Royalty:	Min Pay:	Prod/Sales:
	S/S OIL: Min:	Div:	Prod/Sales:
	Other Percent:	Min:	Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI	(C)
	IMPERIAL LIM	PENGROWTH	100.00000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: DEPOSITOF(M)		Paid by: WI	(C)	
MFFPA	100.00000000	PENGROWTH		36.24804430
		CNR		63.75195570

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
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File Number	Lse Type	Lessor Type	Exposure	Oper. Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
M00779	D	Paid to: PAID TO IMPERIAL LIM	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000	
GENERAL REMARKS - Aug 29, 2012 NO DEDUCTIONS							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:			Min Pay:		Prod/Sales:		
S/S OIL: Min:		Max:	Div:		Prod/Sales:		
Other Percent:			Min:		Prod/Sales:		
Paid to: DEPOSIT OF (M)			Paid by: WI	(C)			
MPPA		100.000000000	PENGROWTH		36.24804430		
			CNR		63.75195570		

M00779	PNG	CR	Eff:	May 30, 1960	160.000	C00471	D	Yes	WI	UNIT	Area : SWAN HILLS
Sub: E	WI		Exp:	May 29, 1981	160.000	PENGROWTH			36.24804430	24.00878780	TWP 067 RGE 10 W5M NE 6
DIVPEND	120041		Ext:	15	57.997	CNR			63.75195570	31.87154260	
	CNR					439ROY				1.06010760	PNG IN SWAN_HILLS
100.000000000	CNRL					ARC				1.77729570	(SWAN HILLS UNIT NO. 1 - TRACT
						BUCOLIC RES				0.29169800	NO.14E)
						CDN KENWOOD				0.68906510	
						CHAIR HOLD				0.23325600	
						CHAIRRES				1.00000000	AD00074 A P&S Aug 15, 1997
						DIVOT ENERGY				1.18300000	AD00123 A P&S Dec 20, 2004
						LINTUS				0.07569170	C00471 D JOA Sep 04, 1989
						RAZOR ENERGY CO				12.98221930	C00726 A ORR Oct 15, 1997
						SABRE3				24.82733620	U00028 UNIT Jan 01, 1963

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M00779

Sub: E

U00028 AA UNIT Jan 01, 1963

Total Rental: 224.00

Status	Acres	Net	Acres	Net
Developed	160.000	57.997	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD
Roy Percent: 2.50000000					
Deduction: NO					
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					
Paid to: PAIDTO (R)					
IMPERIAL LIM 100.000000000					
Paid by: WI (C)					
PENGROWTH 100.000000000					
Min Pay:					
Div:					
Min:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Max:				
Min Pay:				
Div:				
Min:				
Prod/Sales:				
Prod/Sales:				
Prod/Sales:				

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00779	E	Paid to: DEPOSITOF(M) MFPA	100.000000000	Paid by: WI PENGROWTH CNR	(C)	36.24804430 63.75195570	
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M00793	PNG	CR	Eff: Apr 21, 1959 Exp: Apr 20, 1980 Ext: 15	320.000	C00472 A Yes	WI	UNIT Area : SWAN HILLS
Sub: A	WI			320.000	PENGROWTH	30.000000000	24.00878780 TWP 067 RGE 10 W5M E 8
DIV/PEND	114583			96.000	CNR	70.000000000	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY			1.06010760 NOS. 33E, 40E)
100.000000000	CNRL			ARC			1.77729570 PNG IN SWAN_HILLS
				BUCOLIC RES			0.29169800
				CDN KENWOOD			0.68906510
				CHAIR HOLD			0.23325600 AD00074 A P&S Aug 15, 1997
				CHAIRRES			1.00000000 C00472 A JOA Apr 16, 1959
				DIVOT ENERGY			1.18300000 C00726 B ORR Oct 15, 1997
				LINTUS			0.07569170 U00028 UNIT Jan 01, 1963
				RAZOR ENERGY CO			12.98221930 U00028 AQ UNIT Jan 01, 1963
				SABRE3			24.82733620 U00028 AR UNIT Jan 01, 1963

Total Rental: 448.00

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	96.000		0.000	0.000

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 B	GROSS OVERRIDING ROYALTY	ALL	N
	Roy Percent: 2.50000000		N 30.00000000 % of PROD
	Deduction: NO		
	Gas: Royalty:		Prod/Sales:
	S/S OIL: Min:		Min Pay:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent: Max: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
IMPERIAL LIM 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

M00793 A _____ Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:
Gas: Royalty: Max: Div: Prod/Sales:
S/S OIL: Min: Min: Prod/Sales:
Other Percent: Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 30.000000000
CNR 70.000000000

M00782 PNG CR Eff: Jan 28, 1959 640.000 C05627 A No ROYPAYBY Area : SWAN HILLS
Sub: C ORR Exp: Jan 27, 1980 640.000 ASPENLEAF ENERG 100.000000000 TWP 067 RGE 10 W5M S 10, SW 11,
DIV/PEND 114093 Ext: 15 0.000 Total Rental: 0.00 PNG TO BASE NISKU SW 12
XTO ENERGY ULC EXCL CBM IN MANNVILLE
100.000000000 CNRL Count Acreage = No Dev: Net Undev: Acres Net
Undeveloped 0.000 0.000 640.000 0.000 ----- Related Contracts -----
AD00074 A P&S Aug 15, 1997

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*		
Mineral Int						*		
(cont'd)								
M00782								
Sub: C								
Royalty / Encumbrances								
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C05627 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of	PROD	
	Roy Percent: 10.00000000							
	Deduction: STANDARD							
	Gas: Royalty:	Max:	Min Pay:	Div:	Min:		Prod/Sales:	
	S/S OIL: Min:						Prod/Sales:	
	Other Percent:						Prod/Sales:	
	Paid to: ROYALTY (C)	Paid by: ROYPAYBY(C)						
	PENGROWTH	ASPENLEAF ENERG						
	PRAIRIESKY LTD	63.75195570						
ALLOWABLE DEDUCTIONS -								
ALT 1 AND 2. NOT GREATER THAN 50%								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD		
Roy Percent:								
Deduction: STANDARD								
Gas: Royalty:	Max:	Min Pay:	Div:	Min:			Prod/Sales:	
S/S OIL: Min:							Prod/Sales:	
Other Percent:							Prod/Sales:	
Paid to: PAIDTO (R)	Paid by: ROYPAYBY(C)							
MFFPA	ASPENLEAF ENERG							
	100.00000000						100.00000000	

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
M00782	PNG	CR	Eff: Jan 28, 1959	C00471	A	Yes	WI	Area : SWAN HILLS
Sub: D	WI		Exp: Jan 27, 1980	PENGROWTH			36.24804430	TWP 067 RGE 10 W5M S 10, SW 11,
DIV/PEND	114093		Ext: 15	CNR			63.75195570	SW 12
	CNR							PNG BELOW BASE NISKU TO BASE
100.00000000	CNRL		Count Acreage = No	Total Rental:	0.00			BEAVERHILL_LAKE
								EXCL PNG IN SWAN_HILLS
								----- Related Contracts -----
								AD00074 A P&S Aug 15, 1997
								AD00123 A P&S Dec 20, 2004
								C00471 A JOA Sep 04, 1989
								C00726 A ORR Oct 15, 1997
			Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430	% of	PROD	
	Roy Percent: 2.50000000							
	Deduction: NO							
	Gas: Royalty:	Max:	Min Pay:					Prod/Sales:
	S/S OIL: Min:		Div:					Prod/Sales:
	Other Percent:		Min:					Prod/Sales:
	Paid to: PAIDTO (R)		Paid by: WI	(C)				
	IMPERIAL LIM	100.000000000	PENGROWTH		100.000000000			
GENERAL REMARKS - Aug 29, 2012								
NO DEDUCTIONS								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD		
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:		Min Pay:						Prod/Sales:
S/S OIL: Min:		Div:						Prod/Sales:
Other Percent:		Min:						Prod/Sales:

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

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(cont'd)

Paid to:	PAIDTO	(R)	
MIPA		100.00000000	
Paid by:	WI	(C)	
PENGROWTH		36.24804430	
CNR		63.75195570	

M03403	PNG	CR	Eff: Oct 20, 1959	320,000	WI	Area : SWAN HILLS
Sub: A	WI		Exp: Oct 19, 1980	320,000	PENGROWTH	TWP 067 RGE 10 W5M W 14
DIVPEND	116920		Ext: 15	320,000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH				Total Rental:	EXCL PNG IN SWAN HILLS
					0.00	

----- Related Contracts -----
AD00123 A P&S Dec 20, 2004

Royalty Type		Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent: Deduction: STANDARD Gas: Royalty: S/S OIL: Min: Other Percent:				
Paid to: LESSOR (M) ABEN 100.00000000				
Paid by: WI PENGROWTH 100.00000000				

	CR	WI	Area	UNIT
M03403	PNG	320,000		
	WI	320,000		
Sub: B		PENGROWTH	24.00878780	TWP 067 RGE 10 W5M W 14
DIVPEND	116920	439ROY	1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
		320,000		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Gross					
Mineral Int			Net	Doi Partner(s)	*	*		
(cont'd)								
M03403								
Sub: B	PENGROWTH			ARC			1.77729570 NOS. 52E, 69E)	
100.00000000	PENGROWTH			BUCOLIC RES			0.29169800 PNG IN SWAN_HILLS	
				CDN KENWOOD			0.68906510	
				CHAIR HOLD			0.23325600	
				CHAIRRES			1.00000000 AD00123 A P&S	
				CNR			31.87154260 U00028 UNIT	
				DIVOT ENERGY			1.18300000 U00028 CV UNIT	
				LINTUS			0.07569170 U00028 CY UNIT	
				RAZOR ENERGY CO			12.98221930	
				SABRE3			24.82733620	
				Total Rental: 448.00				
Status			Acres	Net	Acres	Net		
Developed			320.000	320.000	Undev:	0.000	0.000	
Royalty / Encumbrances								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD		
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:			Min Pay:	Prod/Sales:				
S/S OIL: Min:	Max:		Div:	Prod/Sales:				
Other Percent:			Min:	Prod/Sales:				
Paid to:	LESSOR (M)		Paid by:	WI (M)				
ABEN		100.00000000	PENGROWTH		100.00000000			

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
M00792	PNG	CR	Eff: Apr 21, 1959				UNIT Area : SWAN HILLS
Sub: A	WI		Exp: Apr 20, 1980	C00472 A Yes		WI	24.00878780 TWP 067 RGE 10 W5ME 15
DIV/PEND	114608		Ext: 15	PENGROWTH		30.000000000	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT
	CNR			CNR		70.000000000	1.06010760 NOS. 53E, 68E)
100.000000000	CNRL			439ROY			1.77729570 PNG IN SWAN_HILLS
				ARC			0.29169800
				BUCOLIC RES			0.68906510
				CDN KENWOOD			0.23325600 AD00074 A P&S Aug 15, 1997
				CHAIR HOLD			1.00000000 C00472 A JOA Apr 16, 1959
				CHAIRRES			1.18300000 C00726 B ORR Oct 15, 1997
				DIVOT ENERGY			0.07569170 U00028 UNIT Jan 01, 1963
				LINTUS			12.98221930 U00028 AZ UNIT Jan 01, 1963
				RAZOR ENERGY CO			24.82733620 U00028 BK UNIT Jan 01, 1963
				SABRE3			

Total Rental: 448.00

Status	Acres	Net	Acres	Net
Developed	320.000	96.000	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 B	GROSS OVERRIDING ROYALTY	ALL	N	N	30.00000000 % of PROD
Roy Percent:	2.50000000				
Deduction:	NO				
Gas: Royalty:					Prod/Sales:
S/S OIL: Min:		Max:	Min Pay:	Div:	Prod/Sales:
Other Percent:			Min:		Prod/Sales:
Paid to: PAIDTO (R)			Paid by: WI	(C)	
IMPERIAL LIM			PENGROWTH		100.00000000

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M00792 A GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Prod/Sales:
Other Percent: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 30.000000000
CNR 70.000000000

M16567 PNG CR Eff: Apr 21, 1959 320.000 C05671 A No WI
Sub: A WI Exp: Apr 20, 1980 320.000 PENGROWTH 8.52173920
DIVPEND 114584 Ext: 15 27.270 439ROY 26.08695650
CNR ARC 35.45706790
ARC Count Acreage = No CDN KENWOOD 17.39130430
CNR 8.86956520
RAZOR ENERGY CO 3.67336690
Total Rental: 0.00
Area : SWAN HILLS
TWP 067 RGE 10 W5M W 15
PNG TO BASE BEAVERHILL LAKE
EXCL PNG IN SWAN_HILLS
----- Related Contracts -----
AD00736 A P&S Apr 22, 2008
C05671 A JOA Nov 01, 1997
C05673 A LETTER Jun 19, 2003

Status Undeveloped Acres 0.000 Net 0.000 Undev: 320.000 Net 27.270
Dev: 0.000

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16567	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	C05673 A	NET PROFITS INTEREST	ALL	N	N	34.78260000 % of PROD
		Roy Percent: 1.00000000				
		Deduction: UNKNOWN				
	A	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
		S/S OIL: Min:		Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
		UNKNOWN ROYA	100.000000000	PENGROWTH		24.500000000
				CDN KENWOOD		50.000000000
				DEVON CANADA		25.500000000

GENERAL REMARKS - Aug 29, 2012

ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:	Max:	Min Pay:		Prod/Sales:
Other Percent:		Div:		Prod/Sales:
		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)		
MFPA	100.000000000	PENGROWTH		8.52173920
		439ROY		26.08695650

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16567	A			ARC		35.45706790	
				CDN KENWOOD		17.39130430	
				CNR		8.86956520	
				RAZOR ENERGY CO		3.67336690	

M16567	PNG	CR		Eff: Apr 21, 1959	C05671	A	No	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		320.000	Exp: Apr 20, 1980	PENGROWTH			8.52173920	24.00878780	TWP 067 RGE 10 W5M W 15
DIV/PEND	114584		27.270	Ext: 15	439ROY			26.08695650	1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR				ARC			35.45706790	1.77729570	NOS 54E, 67E)
	ARC				CDN KENWOOD			17.39130430	0.68906510	PNG IN SWAN_HILLS
100.00000000					CNR			8.86956520	31.87154260	
					RAZOR ENERGY CO			3.67336690	12.98221930	----- Related Contracts -----
					BUCOLIC RES				0.29169800	AD00736 A P&S Apr 22, 2008
					CHAIR HOLD				0.23325600	C05671 A JOA Nov 01, 1997
					CHAIRRES				1.00000000	C05673 A LETTER Jun 19, 2003
					DIVOT ENERGY				1.18300000	U00028 UNIT Jan 01, 1963
					LINTUS				0.07569170	U00028 IN UNIT Jan 01, 1963
					SABRE3				24.82733620	U00028 IO UNIT Jan 01, 1963
					Total Rental:		448.00			

Status	Acres	Net	Acres	Net
Developed	320.000	27.270	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C05673 A	NET PROFITS INTEREST	ALL	N
	Roy Percent:	1.00000000	34.78260000
	Deduction:	UNKNOWN	% of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M16567	B	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R) UNKNOWN ROYA	100.000000000	Paid by: PAIDBY (R) PENGROWTH CDN KENWOOD DEVON CANADA	24.500000000 50.000000000 25.500000000		
GENERAL REMARKS - Aug 29, 2012							
ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:	Max:	Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to: PAIDTO (R) MFFA	100.000000000	Paid by: WI PENGROWTH 439ROY ARC CDN KENWOOD CNR RAZOR ENERGY CO	(C)	8.52173920 26.08695650 35.45706790 17.39130430 8.86956520 3.67336690			

Mineral Property Report

Lease Description / Rights Held

(cont'd)

Related Contracts	
AD00074 A	P&S Aug 15, 1997
AD00123 A	P&S Dec 20, 2004
C00474 A	JOA Oct 16, 1958
C00726 AG	ORR Oct 15, 1997
C05672 B	JOA Jul 01, 1960

Royalty / Encumbrances

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Roy Percent:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		
(cont'd)								
M00790	A	Deduction: STANDARD						
		Gas: Royalty:		Min Pay:			Prod/Sales:	
		S/S OIL: Min:		Div:			Prod/Sales:	
		Other Percent:		Min:			Prod/Sales:	
		Paid to: PAIDTO (R)		Paid by: WI	(C)			
		MFPA	100.000000000	PENGROWTH		10.100000000		
				CNR		79.200000000		
				HUSKY OIL OP		10.700000000		
M00790	PNG	CR	320.000	C00474	B Yes		UNIT	Area : SWAN HILLS
Sub: B	WI	Eff: Oct 21, 1958	320.000	PENGROWTH		20.800000000	24.00878780	TWP 067 RGE 10 W5M E 16
DIV/PEND	113094	Exp: Oct 20, 1979	66.560	CNR		79.200000000	31.87154260	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR	Ext: 15		439ROY			1.06010760	NOS. 55E, 66E)
100.000000000	CNRL			ARC			1.77729570	PNG IN SWAN_HILLS
				BUCOLIC RES			0.29169800	
				CDN KENWOOD			0.68906510	
				CHAIR HOLD			0.23325600	AD00074 A P&S Aug 15, 1997
				CHAIRRES			1.00000000	AD00123 A P&S Dec 20, 2004
				DIVOT ENERGY			1.18300000	C00474 B JOA Oct 16, 1958
				LINTUS			0.07569170	C00726 AH ORR Oct 15, 1997
				RAZOR ENERGY CO			12.98221930	C05672 B JOA Jul 01, 1960(I)
				SABRE3			24.82733620	U00028 UNIT Jan 01, 1963
							U00028 BA UNIT Jan 01, 1963	
							U00028 BJ UNIT Jan 01, 1963	
				Total Rental:	448.00			
Status			Acres	Net	Acres	Net		
Developed			320.000	66.560	Undev:	0.000		
Dev:								
							Royalty / Encumbrances	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	C00726 AH	GROSS OVERRIDING ROYALTY	ALL	N	N	15.70000000	% of PROD
	Roy Percent:	2.50000000					
	Deduction:	NO					
	Gas: Royalty:		Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	IMPERIAL LIM	100.000000000		PENGROWTH		100.00000000	
	GENERAL REMARKS - Aug 29, 2012						
	NO DEDUCTIONS						
			Royalty / Encumbrances				
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
	Roy Percent:						
	Deduction:	STANDARD					
	Gas: Royalty:		Max:	Min Pay:			Prod/Sales:
	S/S OIL: Min:			Div:			Prod/Sales:
	Other Percent:			Min:			Prod/Sales:
	Paid to:	PAIDTO (R)		Paid by:	WI (C)		
	MFPA	100.000000000		PENGROWTH		20.80000000	
				CNR		79.20000000	

M03404	PNG	CR	Eff: Apr 22, 1958	320.000	C01224	A	Yes	WI	Area : SWAN HILLS
Sub: A	WI		Exp: Apr 21, 1979	320.000	PENGROWTH			10.625000000	TWP 067 RGE 10 W5M W 16
DIV/PEND	111394		Ext: 15	34.000	CNR			78.750000000	PNG TO BASE BEAVERHILL_LAKE

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M03404							
Sub: B				CHAIR HOLD		0.23325600	AD00123 A P&S Dec 20, 2004
				CHAIRRES		1.00000000	C01224 B JOA Apr 17, 1958
				DIVOT ENERGY		1.18300000	C05672 A JOA Jul 01, 1960(I)
				LINTUS		0.07569170	U00028 UNIT Jan 01, 1963
				RAZOR ENERGY CO		12.98221930	U00028 CW UNIT Jan 01, 1963
				SABRE3		24.82733620	U00028 CX UNIT Jan 01, 1963
				Total Rental:	448.00		
		Status	Acres	Net	Acres	Net	
		Developed	Dev:	320.000	34.000	Undev:	0.000
Royalty / Encumbrances							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:				Min Pay:	Prod/Sales:		
S/S OIL: Min:				Div:	Prod/Sales:		
Other Percent:				Min:	Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		WI (C)		
MFPA		100.00000000	PENGROWTH			10.62500000	
			CNR			89.37500000	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M00781	Sub: A	CNR	Count Acreage =		No	Total Rental: 0.00	S&NE 25
100.00000000	CNRL		Dev:	Acres	Net	Undev:	PNG TO BASE BEAVERHILL_LAKE
	Status	Developed	323.500	117.262	5,276.500	1,912.628	EXCL PNG IN SWAN_HILLS
----- Related Contracts -----							
	AD00074 A	P&S					Aug 15, 1997
	AD00123 A	P&S					Dec 20, 2004
	C00471 A	JOA					Sep 04, 1989
	C00726 A	ORR					Oct 15, 1997
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430		% of PROD
	Roy Percent: 2.50000000						
	Deduction: NO						
	Gas: Royalty:	Max:	Min Pay:				Prod/Sales:
	S/S OIL: Min:		Div:				Prod/Sales:
	Other Percent:		Min:				Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: WI					
	IMPERIAL LIM	PENGROWTH		(C)			
	100.000000000			100.000000000			
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000		% of PROD	
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:	Max:	Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00781	A	MPPA	PAIDTO (R)		Paid by: WI	(C)	
			100.000000000		PENGROWTH		36.24804430
					CNR		63.75195570

M00781	PNG	CR	Eff: Nov 15, 1957	5,600.000	C00471 D Yes	WI	Area : SWAN HILLS
Sub: B	WI		Exp: Nov 14, 1978	5,600.000	PENGROWTH	36.24804430	24.00878780 TWP 067 RGE 10 W5M 17-20, 29, 30
DIV/PEND	110973		Ext: 15	2,029.890	CNR	63.75195570	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY			1.06010760 NOS. 57E, 58E, 59E, 60E, 61E,
	CNRL			ARL			1.77729570 62E, 63E, 64E, 81E, 82E, 83E,
				BUCOLIC RES			0.29169800 84E, 85E, 86E, 87E, 88E, 105E,
				CDN KENWOOD			0.68906510 106E, 107E, 108E, 109E, 110E,
				CHAIR HOLD			0.23325600 111E, 112E)
				CHAIRRES			1.00000000 TWP 067 RGE 11 W5M 13, 24,
				DIVOT ENERGY			1.18300000 S&NE 25
				LINTUS			0.07569170 (SWAN HILLS UNIT NO. 1 - TRACT
				RAZOR ENERGY CO			12.98221930 NOS. 49D, 50D, 71D, 72D, 73D,
				SABRE3			24.82733620 74D, 95D, 96D, 97D, 98D, 120D)
							PNG IN SWAN_HILLS

Total Rental: 7840.00

Status		Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts	
Developed			5,600.000	2,029.890		0.000	0.000	AD00074 A	P&S Aug 15, 1997
								AD00123 A	P&S Dec 20, 2004
								C00471 D	JOA Sep 04, 1989
								C00726 A	ORR Oct 15, 1997
								U00028	UNIT Jan 01, 1963
								U00028 BB	UNIT Jan 01, 1963
								U00028 BC	UNIT Jan 01, 1963
								U00028 BD	UNIT Jan 01, 1963
								U00028 BE	UNIT Jan 01, 1963
								U00028 BF	UNIT Jan 01, 1963
								U00028 BG	UNIT Jan 01, 1963
Royalty / Encumbrances									
<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	N	23.74804430		Prod/Sales:	
	Roy Percent:	2.50000000							
	Deduction:	NO							
	Gas: Royalty:								
	S/S OIL: Min:								

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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M16561	PNG	CR	Eff: Apr 22, 1958	320.000	C01224	C	Yes	WI	Area : SWAN HILLS
Sub: A	WI		Exp: Apr 21, 1979	320.000	PENGROWTH			31.875000000	TWP 067 RGE 10 W5M W 21

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
(cont'd)						
M16561						
Sub: A						
DIVPEND	111380	Ext: 15	102.000	CNR		57.500000000
	CNR	HUSKY OIL OP				10.625000000
100.000000000	CNRL	Count Acreage = No		Total Rental:	0.00	PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS
Status	Undeveloped	Dev:	Acres	Net	Acres	Net
			0.000	0.000	320.000	102.000
----- Related Contracts -----						
					AD00736 A	P&S Apr 22, 2008
					C01224 C	JOA Apr 17, 1958
					C05672 A	JOA Jul 01, 1960 (l
Royalty Type			Royalty / Encumbrances			
LESSOR OVERRIDING ROYALTY	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
Roy Percent:	ALL	Y	N	100.00000000	% of	PROD
Deduction:	STANDARD					
Gas: Royalty:	Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:					Prod/Sales:
Other Percent:	Min:					Prod/Sales:
Paid to: MFPA	PAIDTO (R)	100.000000000	Paid by: WI	(C)		
			PENGROWTH			31.875000000
			CNR			57.500000000
			HUSKY OIL OP			10.625000000

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(cont'd)

Sub: B

Total Rental: 448.00

Royalty / Encumbrances

Area : SWAN HILLS

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M03384							
Sub: A	WI	Exp: Apr 20, 1980	320.000	PENGROWTH	100.000000000		TWP 067 RGE 10 W5M E 22
DIV/PEND	114574	Ext: 15	320.000				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH			Total Rental: 0.00			EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No					
							----- Related Contracts -----
						AD00123 A P&S	Dec 20, 2004

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)	
MFPA	100.000000000	PENGROWTH		100.000000000

M03384	PNG	CR	Exp: Apr 21, 1959	320.000		WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Apr 20, 1980	320.000	PENGROWTH	100.000000000	24.00878780	TWP 067 RGE 10 W5M E 22
DIV/PEND	114574		Ext: 15	320.000	439ROY		1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
	PENGROWTH				ARC		1.77729570	NOS. 77E, 92E)
100.000000000	PENGROWTH				BUCOLIC RES		0.29169800	PNG IN SWAN_HILLS
					CDN KENWOOD		0.68906510	
					CHAIR HOLD		0.23325600	----- Related Contracts -----
					CHAIRRES		1.000000000	AD00123 A P&S
								Dec 20, 2004

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

[illegible]

M03385		PNG	CR	Eff: Oct 20, 1959	320.000	WI	Area : SWAN HILLS
Sub: A	WI	Exp: Oct 19, 1980	PENGROWTH	320.000	100.00000000	TWP 067 RGE 10 W5M W 23	
DIVPEND	116921	Ext: 15	PENGROWTH	320.000	Total Rental: 0.00	PNG TO BASE BEAVERHILL_LAKE	EXCL PNG IN SWAN_HILLS
100.00000000	PENGROWTH						
				Count Acreage =	No		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M03385							
Sub: A	Status	Undeveloped	Dev:	Acres	0.000	Net	0.000
				Undev:	320.000	Acres	320.000
						Net	320.000
						AD00123 A	P&S
							Dec 20, 2004

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: MFPA	PAIDTO (R)	Paid by: WI	(M)	
	100.000000000	PENGROWTH		100.000000000

M03385	PNG	CR	Eff: Oct 20, 1959	320.000	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Oct 19, 1980	320.000	100.00000000	24.00878780	TWP 067 RGE 10 W5M W 23
DIV/PEND	116921		Ext: 15	320.000	PENGROWTH	1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
	PENGROWTH			439ROY	ARC	1.77729570	NOS. 76E. 93E)
	PENGROWTH			ARC	BUCOLIC RES	0.29169800	PNG IN SWAN_HILLS
					CDN KENWOOD	0.68906510	
					CHAIR HOLD	0.23325600	
					CHAIRRES	1.00000000	AD00123 A
					CNR	31.87154260	UNIT
					DIVOT ENERGY	1.18300000	U00028 DA
					LINTUS	0.07569170	UNIT
					RAZOR ENERGY CO	12.98221930	U00028 DD
					SABRE3	24.82733620	UNIT

Related Contracts	
Dec 20, 2004	P&S
Jan 01, 1963	UNIT
Jan 01, 1963	UNIT
Jan 01, 1963	UNIT

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M03385
Sub: B

Total Rental: 448.00	
Status	
Developed	Dev:
Acres	Net
320.000	320.000
Undev:	Acres
	0.000
Net	
	0.000

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of PROD
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI		
MFPA	PENGROWTH	(M)	
	100.000000000		100.000000000

M03386	PNG	CR	Eff: Jan 24, 1961	320.000	WI	Area : SWAN HILLS
Sub: A	WI	Exp: Jan 23, 1982	PENGROWTH	100.000000000		TWP 067 RGE 10 W5M E 23
DIVPEND	121160	Ext: 15				PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH		Total Rental: 0.00			EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No				
Status	Undeveloped	Dev:	Net	Acres	Net	----- Related Contracts -----
			0.000	320.000	320.000	AD00123 A P&S Dec 20, 2004
			Undev:			

Royalty / Encumbrances			
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00780	A	IMPERIAL LIM	100.000000000	PENGROWTH		100.000000000	
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GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(C)	
MFPA	100.000000000	PENGROWTH		23.74804430
		CNR		76.25195570

M00780	PNG	CR	Eff: May 30, 1960	C00471	D	Yes	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: May 29, 1981	PENGROWTH			36.24804430	24.00878780	TWP 067 RGE 10 W5M 24
DIV/PEND	120042		Ext: 15	CNR			63.75195570	31.87154260	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY				1.06010760	NOS. 73E, 74E, 95E, 96E)
100.00000000	CNRL			ARC				1.77729570	PNG IN SWAN_HILLS
				BUCOLIC RES				0.29169800	
				CDN KENWOOD				0.68906510	
				CHAIR HOLD				0.23325600	AD00074 A P&S Aug 15, 1997
				CHAIRRES				1.00000000	AD00123 A P&S Dec 20, 2004
				DIVOT ENERGY				1.18300000	C00471 D JOA Sep 04, 1989
				LINTUS				0.07569170	C00726 A ORR Oct 15, 1997
				RAZOR ENERGY CO				12.98221930	U00028 UNIT Jan 01, 1963
				SABRE3				24.82733620	U00028 BL UNIT Jan 01, 1963
								U00028 BM	UNIT Jan 01, 1963

----- Related Contracts -----

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00780
Sub: B

Total Rental: 896.00

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		640.000	231.987		0.000	0.000

U00028 BV UNIT Jan 01, 1963
U00028 BW UNIT Jan 01, 1963

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD

Roy Percent: 2.50000000
Deduction: NO
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max: Min Pay:
Div: Div:
Min: Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
IMPERIAL LIM PENGROWTH (C) 100.000000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max: Min Pay:
Div: Div:
Min: Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
IMPERIAL LIM PENGROWTH (C) 100.000000000

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00780	B	MEFA	100.000000000	PENGROWTH		36.24804430	
				CNR		63.75195570	
M00780	PNG	CR	640.000	C00471	B Yes	BPEN	Area : SWAN HILLS
Sub: C	PENALT		640.000	CNR		100.000000000	TWP 067 RGE 10 W5M 24
DIVPEND	120042		0.000	PENGROWTH		23.74804430	(100/04-24-067-10W5/02 PENALTY WELL)
100.000000000	CNRL						
Count Acreage = No Total Rental: 0.00							
----- Related Contracts -----							
Status			Acres	Net	Acres	Net	
Developed			640.000	0.000	0.000	0.000	
			Dev:		Undev:		
							AD00074 A P&S Aug 15, 1997
							C00471 B JOA Sep 04, 1989
							C00726 AO ORR Oct 15, 1997

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 AO GROSS OVERRIDING ROYALTY	ALL	Convertible	% of Prod/Sales
		N	23.74804430 % of PROD
Roy Percent: 2.50000000			
Deduction: NO			
Gas: Royalty:			
S/S OIL: Min:			
Other Percent:			
Min Pay:			
Div:			
Min:			
Prod/Sales:			
Prod/Sales:			
Prod/Sales:			
Paid to: PAIDTO (R)			
IMPERIAL LIM			
Paid by: WI			
PENGROWTH			
100.000000000			
(C)			
100.000000000			

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS
PENALTY/PAYOUT - Jul 07, 2016
AS PER CONFIRMATION BY HUGO POTTS (PENGROWTH'S SENIOR COUNSEL), PENGROWTH IS NOT RESPONSIBLE FOR PAYING THIS ROYALTY UNTIL PAYOUT HAS OCCURRED ON THE

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00780 C 100/04-24-067-10W5/02 WELL AND PENGROWTH COMES BACK IN WITH A WORKING INTEREST.

Royalty Type LESSOR OVERRIDING ROYALTY	Product Type ALL	Sliding Scale Y	Convertible N	% of Prod/Sales 100.00000000	% of PROD
Roy Percent:					
Deduction:	STANDARD				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:		Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:

Paid to:	PAIDTO (R)	Paid by:	BPEN (C)
MFPA	100.00000000	CNR	100.00000000
			PENGROWTH

M00780	PNG	CR	Eff: May 30, 1960	640.000	C00471	A	Yes	WI	Area : SWAN HILLS
Sub: D	WI		Exp: May 29, 1981	640.000	PENGROWTH			36.24804430	TWP 067 RGE 10 W5M 24
DIV/PEND	120042		Ext: 15	231.987	CNR			63.75195570	PNG BELOW BASE BANFF TO BASE
	CNR								BEAVERHILL_LAKE
100.00000000	CNRL		Count Acreage =	No	Total Rental:		0.00		EXCL PNG IN SWAN_HILLS

Status	Undeveloped	Dev:		Acres	0.000	Net	0.000	Undev:		Acres	640.000	Net	231.987

Royalty / Encumbrances

Product Type	ALL	Sliding Scale	N	Convertible	N	% of Prod/Sales	23.74804430	% of PROD
Roy Percent:	2.50000000							
Deduction:	NO							
Gas: Royalty:		Min Pay:						Prod/Sales:
S/S OIL: Min:								

----- **Related Contracts** -----
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
C00471 A JOA Sep 04, 1989
C00726 A ORR Oct 15, 1997

<Linked> **Royalty Type**
C00726 A GROSS OVERRIDING ROYALTY

Roy Percent:	2.50000000
Deduction:	NO
Gas: Royalty:	
S/S OIL: Min:	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Other Percent: Max: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
IMPERIAL LIM 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

M00780 D Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:
Gas: Royalty: Max: Div: Prod/Sales:
S/S OIL: Min: Min: Prod/Sales:
Other Percent: Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 36.24804430
CNR 63.75195570

M00780 PNG CR Eff: May 30, 1960 640.000 C00471 F Yes WI Area : SWAN HILLS
Sub: E WI Exp: May 29, 1981 640.000 PENGROWTH 23.74804430 TWP 067 RGE 10 W5M 24
DIV/PEND 120042 Ext: 15 151.987 CNR 76.25195570 PNG IN PEKISKO
CNR Count Acreage = No Total Rental: 0.00 (EXCL 100/04-24-067-10W5/02
100.000000000 CNRL Dev: 640.000 Net 151.987 Undev: 0.000 PENALTY WELL ONLY)

Status Developed Dev: 640.000 Acres 151.987 Net 0.000
----- Related Contracts -----
AD00074 A P&S Aug 15, 1997

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name	Operator / Payor	Gross					
Mineral Int			Net	Doi Partner(s)	*	*		
(cont'd)								
M00780			Royalty / Encumbrances					
Sub: E								
			C00471 F JOA Sep 04, 1989					
			C00726 A ORR Oct 15, 1997					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD			
Roy Percent: 2.50000000								
Deduction: NO								
Gas: Royalty:			Min Pay:			Prod/Sales:		
S/S OIL: Min:			Div:			Prod/Sales:		
Other Percent:			Min:			Prod/Sales:		
Paid to: PAIDTO (R)			Paid by: WI			(C)		
IMPERIAL LIM			PENGROWTH			100.000000000		
GENERAL REMARKS - Aug 29, 2012								
NO DEDUCTIONS								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD				
Roy Percent:								
Deduction: STANDARD								
Gas: Royalty:			Min Pay:			Prod/Sales:		
S/S OIL: Min:			Div:			Prod/Sales:		
Other Percent:			Min:			Prod/Sales:		
Paid to: PAIDTO (R)			Paid by: WI			(C)		
MFPA			PENGROWTH			23.74804430		
100.000000000			CNR			76.25195570		

ADXXXXXXX

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Total Rental: 448.00

Royalty / Encumbrances

----- Related Contracts -----

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M16568
Sub: A

RAZOR ENERGY CO 3.67336690 AD00736 A P&S Apr 22, 2008
C05671 A JOA Nov 01, 1997
C05673 A LETTER Jun 19, 2003

Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 27.270
Total Rental: 0.00

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05673 A	NET PROFITS INTEREST	ALL	N	N	34.78260000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: PAIDBY (R)			
	UNKNOWN ROYA 100.000000000	PENGROWTH 24.500000000			
		CDN KENWOOD 50.000000000			
		DEVON CANADA 25.500000000			

GENERAL REMARKS - Aug 29, 2012

ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16568	A						
Roy Percent: STANDARD							
Deduction:							
Gas: Royalty:			Min Pay:		Prod/Sales:		
S/S OIL: Min:			Div:		Prod/Sales:		
Other Percent:			Max:		Prod/Sales:		
Paid to: LESSOR (M)			Paid by: WI		(C)		
ABEN			PENGROWTH		8.52173920		
			439ROY		26.08695650		
			ARC		35.45706790		
			CDN KENWOOD		17.39130430		
			CNR		8.86956520		
			RAZOR ENERGY CO		3.67336690		

M16568	PNG	CR	Eff: Apr 21, 1959	320.000	C05671 A No	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Apr 20, 1980	320.000	PENGROWTH	8.52173920	24.00878780	TWP 067 RGE 10 W5M W 27
DIV/PEND	114585		Ext: 15	27.270	439ROY	26.08695650	1.06010760	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR				ARC	35.45706790	1.77729570	NOS 102E, 115E)
100.00000000	ARC				CDN KENWOOD	17.39130430	0.68906510	PNG IN SWAN_HILLS
					CNR	8.86956520	31.87154260	
					RAZOR ENERGY CO	3.67336690	12.98221930	
					BUCOLIC RES		0.29169800	AD00736 A P&S
					CHAIR HOLD		0.23325600	C05671 A JOA
					CHAIRRES		1.00000000	C05673 A LETTER
					DIVOT ENERGY		1.18300000	U00028 UNIT
					LINTUS		0.07569170	U00028 JB UNIT
					SABRE3		24.82733620	U00028 JE UNIT
					Total Rental:	448.00		

----- Related Contracts -----			
AD00736 A	P&S	Apr 22, 2008	
C05671 A	JOA	Nov 01, 1997	
C05673 A	LETTER	Jun 19, 2003	
U00028	UNIT	Jan 01, 1963	
U00028 JB	UNIT	Jan 01, 1963	
U00028 JE	UNIT	Jan 01, 1963	

Status	Acres	Net	Acres	Net
Developed	320.000	27.270	0.000	0.000
Dev:		Undev:		

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M16568
Sub: B

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05673 A	NET PROFITS INTEREST	ALL	N	N	34.78260000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: PAIDBY (R)			
	UNKNOWN ROYA	PENGROWTH			24.50000000
		CDN KENWOOD			50.00000000
		DEVON CANADA			25.50000000

GENERAL REMARKS - Aug 29, 2012
ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
(cont'd)						
M16568	B	Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH 439ROY ARC CDN KENWOOD CNR RAZOR ENERGY CO	(C)	8.52173920 26.08695650 35.45706790 17.39130430 8.86956520 3.67336690
M00791	PNG	CR	320.000	C00474	D Yes	WI
Sub: A	WI		320.000	PENGROWTH		31.600000000
DIV/PEND	113096		101.120	CNR		57.700000000
	CNR			HUSKY OIL OP		10.700000000
100.000000000	CNRL					
		Count Acreage =	No			
		Total Rental:	0.00			
		Status	Acres	Net	Acres	Net
		Undeveloped	0.000	0.000	320.000	101.120
		Dev:		Undev:		
		Royalty / Encumbrances				
		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		ALL	N	N	5.000000000 % of PROD	
		Roy Percent:	2.500000000			
		Deduction:	NO			
		Gas: Royalty:		Min Pay:	Prod/Sales:	
		S/S OIL: Min:		Div:	Prod/Sales:	
		Other Percent:		Min:	Prod/Sales:	
		Paid to: PAIDTO (R) IMPERIAL LIM	100.000000000	Paid by: WI PENGROWTH	(C)	100.000000000
		----- Related Contracts -----				
		AD00074 A	P&S	Aug 15, 1997		
		AD00123 A	P&S	Dec 20, 2004		
		AD00736 A	P&S	Apr 22, 2008		
		C00474 D	JOA	Oct 16, 1958		
		C00726 AG	ORR	Oct 15, 1997		
		C05672 B	JOA	Jul 01, 1960 (l)		

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00791	A	GENERAL REMARKS - Aug 29, 2012					
		NO DEDUCTIONS					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD	
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	WI	(C)	
		MFPA	100.000000000	PENGROWTH			31.600000000
				CNR			57.700000000
				HUSKY OIL OP			10.700000000
M00791	PNG	CR	320.000	C00474	C Yes	WI	Area : SWAN HILLS
Sub: B	WI		320.000	PENGROWTH		42.300000000	TWP 067 RGE 10 W5M E 28
DIV/PEND	113096		135.360	CNR		57.700000000	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY			NOS, 103E, 114E)
100.00000000	CNRL			ARC			1.77729570 PNG IN SWAN_HILLS
				BUCOLIC RES			0.29169800
				CDN KENWOOD			0.68906510
				CHAIR HOLD			0.23325600 AD00074 A P&S Aug 15, 1997
				CHAIRRES			1.00000000 AD00123 A P&S Dec 20, 2004
				DIVOT ENERGY			1.18300000 AD00736 A P&S Apr 22, 2008
				LINTUS			0.07569170 C00474 C JOA Oct 16, 1958
				RAZOR ENERGY CO			12.98221930 C00726 AH ORR Oct 15, 1997
				SABRE3			24.82733620 C05672 B JOA Jul 01, 1960 (I)
							U00028 UNIT Jan 01, 1963

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00791

Sub: B

Total Rental: 448.00
Status Developed
Acres 320.000
Dev: 0.000
Net 135.360
Undev: 0.000
Acres 0.000
Net 0.000
U00028 BX UNIT Jan 01, 1963
U00028 CG UNIT Jan 01, 1963

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 AH GROSS OVERRIDING ROYALTY	ALL	N	N
Roy Percent:	2.50000000	Convertible	N
Deduction:	NO	% of Prod/Sales	15.70000000
Gas: Royalty:		% of PROD	
S/S OIL: Min:			
Other Percent:			
Paid to:	PAIDTO (R)	Min Pay:	Prod/Sales:
IMPERIAL LIM	100.000000000	Div:	Prod/Sales:
		Min:	Prod/Sales:
		Paid by:	
		PENGROWTH	(C)
			100.000000000

GENERAL REMARKS - Aug 29, 2012			
NO DEDUCTIONS			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:		% of Prod/Sales	100.00000000
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:		Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	(C)

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00791	B	MFPA	100.000000000	PENGROWTH CNR		42.300000000 57.700000000	
M16562	PNG	CR	320.000	C01224	C Yes	WI	Area : SWAN HILLS
Sub: A	WI		320.000	PENGROWTH		31.875000000	TWP 067 RGE 10 W5M W 28
DIVPEND	111381		102.000	CNR		57.500000000	PNG TO BASE BEAVERHILL_LAKE
	CNR			HUSKY OIL OP		10.625000000	EXCL PNG IN SWAN_HILLS
100.000000000	CNRL						
Count Acreage = No							
Total Rental: 0.00							
----- Related Contracts -----							
AD00736 A P&S Apr 22, 2008							
C01224 C JOA Apr 17, 1958							
C05672 A JOA Jul 01, 1960(l)							

Status Undeveloped							
Dev: Net Undev: Acres Net							
0.000 0.000 320.000 102.000							

Royalty / Encumbrances							

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales							
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD							
Roy Percent: Deduction: STANDARD							
Gas: Royalty: Min Pay: Prod/Sales:							
S/S OIL: Min: Div: Prod/Sales:							
Other Percent: Min: Prod/Sales:							
Paid to: PAIDTO (R) Paid by: WI							
MFPA 100.000000000 PENGROWTH (C)							
CNR 31.875000000							
HUSKY OIL OP 57.500000000							
10.625000000							
M16562	PNG	CR	320.000	C01224	D Yes	WI	UNIT Area : SWAN HILLS

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16562							
Sub: B	WI	Exp: Apr 21, 1979	320.000	PENGROWTH		31.875000000	24.00878780 TWP 067 RGE 10 W5M W 28
DIV/PEND	111381	Ext: 15	102.000	CNR		68.125000000	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY			1.06010760 NOS 104E, 113E)
	CNRL			ARC			1.77729570 PNG IN SWAN_HILLS
100.000000000				BUCOLIC RES			0.29169800
				CDN KENWOOD			0.68906510
				CHAIR HOLD			0.23325600 AD00736 A P&S Apr 22, 2008
				CHAIRRES			1.00000000 C01224 D JOA Apr 17, 1958
				DIVOT ENERGY			1.18300000 C05672 A JOA Jul 01, 1960(I)
				LINTUS			0.07569170 U00028 UNIT Jan 01, 1963
				RAZOR ENERGY CO			12.98221930 U00028 JC UNIT Jan 01, 1963
				SABRE3			24.82733620 U00028 JD UNIT Jan 01, 1963

Total Rental: 448.00

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	102.000		0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: MFPA	PAIDTO (R)			
		100.000000000		
Paid by: WI			(C)	
	PENGROWTH			31.875000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M16562	B			CNR		68.12500000	
M03389	PNG	CR	320.000	C01224	A	WI	Area : SWAN HILLS
Sub: A	WI		320.000	PENGROWTH		10.625000000	TWP 067 RGE 10 W5M S 31
DIV/PEND	111382		34.000	CNR		78.750000000	PNG TO BASE BEAVERHILL_LAKE
	CNR			HUSKY OIL OP		10.625000000	EXCL PNG IN SWAN_HILLS
100.00000000	CNRL						
			Count Acreage =	No			
			Total Rental:	0.00			
			----- Related Contracts -----				
			Status	Acres	Net	Acres	Net
			Undeveloped	0.000	0.000	320.000	34.000
			Dev:		Undev:		
			----- Related Contracts -----				
			AD00123 A	P&S			Dec 20, 2004
			C01224 A	JOA			Apr 17, 1958
			C05672 A	JOA			Jul 01, 1960(I)
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:							
S/S OIL: Min:							
Other Percent:							
Paid to:	PAIDTO	(R)		Paid by:	WI	(C)	
MFPA			100.000000000		PENGROWTH		10.625000000
					CNR		78.750000000
					HUSKY OIL OP		10.625000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M03389							
Sub: B							
DIV/PEND	111382	Ext: 15	34.000	CNR		89.37500000	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY			1.06010760 NOS. 131E, 132E)
	CNRL			ARC			1.77729570 PNG IN SWAN_HILLS
100.00000000				BUCOLIC RES			0.29169800
				CDN KENWOOD			0.68906510
				CHAIR HOLD			0.23325600 AD00123 A P&S Dec 20, 2004
				CHAIRRES			1.00000000 C01224 B JOA Apr 17, 1958
				DIVOT ENERGY			1.18300000 C05672 A JOA Jul 01, 1960(I)
				LINTUS			0.07569170 U00028 UNIT Jan 01, 1963
				RAZOR ENERGY CO			12.98221930 U00028 DH UNIT Jan 01, 1963
				SABRE3			24.82733620 U00028 DI UNIT Jan 01, 1963

Total Rental: 448.00

Status	Dev:	Acres	Net	Acres	Net
Developed		320.000	34.000	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:	Min Pay:	Div:	Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: MPFA	PAIDTO (R)		Paid by: W1	(C)
		100.00000000	PENGROWTH	10.62500000

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	Lease Description / Rights Held
(cont'd)						
M03389	B			CNR		89.37500000
M16564	PNG	CR				
Sub: A	WI	Eff: Oct 21, 1958	320.000	C05668	A No	WI
DIVPEND	113097	Exp: Oct 20, 1979	320.000	PENGROWTH		12.52440000
	ARC	Ext: 15	40.078	ARC		42.20635420
				CDN KENWOOD		17.04600000
				CNR		16.82560000
100.000000000	ARC	Count Acreage = No		RAZOR ENERGY CO		11.39764580
-----Related Contracts -----						
				AD00736 A	P&S	Apr 22, 2008
				C05668 A	RJOA	Apr 27, 2001
				C05673 B	LETTER	Jun 19, 2003
Status			Acres	Net	Acres	Net
Undeveloped			Dev:	0.000	Undev:	40.078
Total Rental:			0.00			
Royalty / Encumbrances						
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C05673 B	NET PROFITS INTEREST	ALL	N	N	47.34000000 % of PROD	
Roy Percent: 1.00000000						
Deduction: UNKNOWN						
Gas: Royalty:		Prod/Sales:				
S/S OIL: Min:		Prod/Sales:				
Other Percent:		Prod/Sales:				
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)				
UNKNOWN ROYA		PENGROWTH				
100.000000000		CDN KENWOOD				
		DEVON CANADA				
		24.60000000				
GENERAL REMARKS - Aug 29, 2012						
ROYALTY OWNER: MYRON KIESS; DECEASED. EMPLOYMENT CONTRACT POSSIBLY						

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16564 A TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roi Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Paid to: PAIDTO (R)
MFPA
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.00000000 % of PROD
Min Pay:
Div:
Min:
Paid by: WI (C)
PENGROWTH
ARC
CDN KENWOOD
CNR
RAZOR ENERGY CO
Prod/Sales:
Prod/Sales:
Prod/Sales:

M16564	PNG	CR	Eff: Oct 21, 1958	320.000	C05668	A	No	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Oct 20, 1979	320.000	PENGROWTH			12.52440000	24.00878780	TWP 067 RGE 10 W5M N 31
DIV/PEND	113097		Ext: 15	40.078	ARC			42.20635420	1.77729570	(SWAN HILLS UNIT NO. 1 - TRACT
	ARC				CDN KENWOOD			17.04600000	0.68906510	NOS 133E, 134E)
100.00000000	ARC				CNR			16.82560000	31.87154260	PNG IN SWAN_HILLS
					RAZOR ENERGY CO			11.39764580	12.98221930	
					439ROY				1.06010760	----- Related Contracts -----
					BUCOLIC RES				0.29169800	AD00736 A P&S
					CHAIR HOLD				0.23325600	C05668 A RJOA
					CHAIRRES				1.00000000	C05673 B LETTER
					DIVOT ENERGY				1.18300000	U00028 UNIT
					LINTUS				0.07569170	U00028 JK UNIT
										Apr 22, 2008
										Apr 27, 2001
										Jun 19, 2003
										Jan 01, 1963
										Jan 01, 1963

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M16564
Sub: B
SABRE3
24.82733620 U00028 JL UNIT Jan 01, 1963

Total Rental: 448.00

Status	Acres	Net	Acres	Net
Developed	320.000	40.078	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05673 B	NET PROFITS INTEREST	ALL	N	N	47.34000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:	Max:	Min Pay:		Prod/Sales:
	S/S OIL: Min:		Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to: PAIDTO (R)	Paid by: PAIDBY (R)			
	UNKNOWN ROYA	PENGROWTH			29.40000000
	100.000000000	CDN KENWOOD			46.00000000
		DEVON CANADA			24.60000000

GENERAL REMARKS - Aug 29, 2012
ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16564	B						
Roy Percent: STANDARD							
Deduction:							
Gas: Royalty:			Max:		Min Pay:		Prod/Sales:
S/S OIL: Min:					Div:		Prod/Sales:
Other Percent:					Min:		Prod/Sales:
Paid to: PAIDTO (R)			Paid by: WI (C)				
MFPA			PENGROWTH		12.52440000		
			ARC		42.20635420		
			CDN KENWOOD		17.04600000		
			CNR		16.82560000		
			RAZOR ENERGY CO		11.39764580		

M16563	PNG	CR					
Area : SWAN HILLS							
TWP 067 RGE 10 W5M S 32							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
AD00736 A			P&S		Apr 22, 2008		
C01224 C			JOA		Apr 17, 1958		
C05672 A			JOA		Jul 01, 1960(I)		

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
100.00000000 % of PROD			
Roy Percent:			
Deduction: STANDARD			
Gas: Royalty:			
S/S OIL: Min:			
Max:			
Min Pay:			
Div:			
Prod/Sales:			
Prod/Sales:			

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Min:	Prod/Sales:		
	Paid to:	PAIDTO (R)		Paid by:	WI	(C)
	MFPA		100.00000000	PENGROWTH		31.87500000
				CNR		57.50000000
				HUSKY OIL OP		10.62500000

M16563	PNG	CR	Eff: Apr 22, 1958	320.000	C01224	D Yes	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Apr 21, 1979	320.000	PENGROWTH		31.87500000	24.00878780	TWP 067 RGE 10 W5M S 32
DIVPEND	111383		Ext: 15	102.000	CNR		68.12500000	31.87154260	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR			439ROY				1.06010760	NOS 129E, 130E)
100.00000000	CNRL			ARC				1.77729570	PNG IN SWAN_HILLS
				BUCOLIC RES				0.29169800	
				CDN KENWOOD				0.68906510	
				CHAIR HOLD				0.23325600	AD00736 A P&S Apr 22, 2008
				CHAIRRES				1.00000000	C01224 D JOA Apr 17, 1958
				DIVOT ENERGY				1.18300000	C05672 A JOA Jul 01, 1960(I)
				LINTUS				0.07569170	U00028 UNIT Jan 01, 1963
				RAZOR ENERGY CO				12.98221930	U00028 JI UNIT Jan 01, 1963
				SABRE3				24.82733620	U00028 JJ UNIT Jan 01, 1963

Total Rental: 448.00

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	102.000		0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Roy Percent:

ADXXXXXX

Report Date: Aug 22, 2017
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16565	A	Paid to: PAIDTO (R) UNKNOWN ROYA	100.000000000	Paid by: PAIDBY (R) PENGROWTH CDN KENWOOD DEVON CANADA	29.400000000 46.000000000 24.600000000		
GENERAL REMARKS - Aug 29, 2012 ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE							

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: WI PENGROWTH ARC CDN KENWOOD CNR RAZOR ENERGY CO	(C) 21.33999000 7.39441000 29.03400000 28.66101000 13.57059000	

M16565	PNG	CR	Eff: Oct 21, 1958	320.000	C05670	A	No	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: Oct 20, 1979	320.000	PENGROWTH			21.33999000	24.00878780	TWP 067 RGE 10 W5M N 32
DIV/PEND	113098		Ext: 15	68.288	ARC			7.39441000	1.77729570	(SWAN HILLS UNIT NO. 1 - TRACT
	CNR				CDN KENWOOD			29.03400000	0.68906510	NOS 135E, 136E)
100.00000000	ARC				CNR			28.66101000	31.87154260	PNG IN SWAN_HILLS

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16565							
Sub: B							
		RAZOR ENERGY CO			13.57059000	12.98221930	
		439ROY				1.06010760	
		BUCOLIC RES				0.29169800	P&S Apr 22, 2008
		CHAIR HOLD				0.23325600	JOA Dec 01, 1999
		CHAIRRES				1.00000000	C05670 A Jun 19, 2003
		DIVOT ENERGY				1.18300000	C05673 C LETTER
		LINTUS				0.07569170	U00028 UNIT Jan 01, 1963
		SABRE3				24.82733620	U00028 JM UNIT Jan 01, 1963
						U00028 JN UNIT	Jan 01, 1963

Total Rental: 448.00

Status	Acres	Net	Acres	Net
Developed	320.000	68.288	0.000	0.000
	Dev:	Undev:		

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05673 C	NET PROFITS INTEREST	ALL	N	N	80.65000000 % of PROD
	Roy Percent: 1.00000000				
	Deduction: UNKNOWN				
	Gas: Royalty:				
	S/S OIL: Min:				
	Other Percent:				
	Paid to: PAIDTO (R)				
	UNKNOWN ROYA				
		100.00000000			
	Paid by: PAIDBY (R)				
	PENGROWTH				29.40000000
	CDN KENWOOD				46.00000000
	DEVON CANADA				24.60000000

GENERAL REMARKS - Aug 29, 2012

ROYALTY OWNER: MYRON KIESS, DECEASED. EMPLOYMENT CONTRACT POSSIBLY

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M16565 B TERMINATED HOWEVER NO EVIDENCE CONTRACT WAS TERMINATED. 1% NPI RECORDED ON FILE, IF FURTHER INFO COMES IN PENGROWTH RESPONSIBLE FOR ITS SHARE OF NPI, EFF. FROM APR 1/08 - CONSULT FILE

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type Sliding Scale Convertible % of Prod/Sales
Y N 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max: Min Pay: Div: Min: Prod/Sales:
Other Percent: Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 21.33999000
ARC 7.39441000
CDN KENWOOD 29.03400000
CNR 28.66101000
RAZOR ENERGY CO 13.57059000

M00783 PNG CR Eff: May 06, 1958 1,920.000 C00471 A Yes WI
Sub: A WI Exp: May 05, 1979 1,920.000 PENGROWTH 36.24804430
DIV/PEND 112441 Ext: 15 695.962 CNR 63.75195570
CNR
100.00000000 CNRL Count Acreage = No Total Rental: 0.00

Area : SWAN HILLS
TWP 067 RGE 10 W5M 33, 34, 35
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

----- Related Contracts -----
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
C00471 A JOA Sep 04, 1989
C00726 A ORR Oct 15, 1997

Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 1,920.000 Acres 695.962 Net
Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code												
File Status	Int Type / Lse No/Name		Gross															
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held											
(cont'd)																		
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales													
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	N	23.74804430	% of	PROD										
Roy Percent:		2.50000000																
Deduction:		NO																
M00783	A	Gas: Royalty:	Max:	Min Pay:	Prod/Sales:													
		S/S OIL: Min:		Div:	Prod/Sales:													
		Other Percent:		Min:	Prod/Sales:													
		Paid to:	PAIDTO (R)	Paid by:	WI (C)	100.00000000												
IMPERIAL LIM																		
PENGROWTH																		
GENERAL REMARKS - Aug 29, 2012																		
NO DEDUCTIONS																		
			Royalty / Encumbrances															
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales													
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of	PROD											
Roy Percent:		STANDARD																
Deduction:																		
M00783	A	Gas: Royalty:	Max:	Min Pay:	Prod/Sales:													
		S/S OIL: Min:		Div:	Prod/Sales:													
		Other Percent:		Min:	Prod/Sales:													
		Paid to:	PAIDTO (R)	Paid by:	WI (C)	36.24804430												
MFPA																		
PENGROWTH																		
CNR																		
M00783	PNG	CR	1,920.000	C00471	D	Yes	WI	Area : SWAN HILLS										
Sub: B	WI		1,920.000	PENGROWTH			36.24804430	UNIT TWP 067 RGE 10 W5M 33, 34, 35										
DIV/PEND	112441		695.962	CNR			63.75195570	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT										

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00783 B _____ Royalty / Encumbrances _____

Royalty Type LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent: STANDARD
Deduction: STANDARD
Gas: Royalty: Max: Min Pay: Prod/Sales:
S/S OIL: Min: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000
MFPA
Paid by: WI (C) 36.24804430
PENGROWTH 63.75195570
CNR

M00779 PNG CR Eff: May 30, 1960 160.000 C00471 D Yes WI UNIT Area : SWAN HILLS
Sub: F WI Exp: May 29, 1981 160.000 PENGROWTH 36.24804430 24.00878780 TWP 067 RGE 11 W5M SE 1
DIVPEND 120041 Ext: 15 57.997 CNR 63.75195570 31.87154260
CNR 439ROY PNG IN SWAN_HILLS
CNRL ARC 1.06010760
BUCOLIC RES 1.77729570 (SWAN HILLS UNIT NO. 1 - TRACT
CDN KENWOOD 0.29169800 NO. 1D)
CHAIR HOLD 0.68906510
CHAIRRES 0.23325600
DIVOT ENERGY 1.00000000 AD00074 A P&S Aug 15, 1997
LINTUS 1.18300000 AD00123 A P&S Dec 20, 2004
RAZOR ENERGY CO 0.07569170 C00471 D JOA Sep 04, 1989
SABRE3 12.98221930 C00726 A ORR Oct 15, 1997
Total Rental: 224.00 24.82733620 U00028 UNIT Jan 01, 1963
U00028 C UNIT Jan 01, 1963

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M00779

Sub: F

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		160.000	57.997		0.000	0.000

Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 A	GROSS OVERRIDING ROYALTY	ALL	N	N	23.74804430 % of PROD
Roy Percent: 2.50000000					
Deduction: NO					
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					
Max:					
Min Pay:					
Div:					
Min:					
Prod/Sales:					
Paid to: PAIDTO (R)					
IMPERIAL LIM					
Paid by: WI					
PENGROWTH					
(C)					
100.000000000					

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Max:				
Min Pay:				
Div:				
Min:				
Prod/Sales:				
Paid to: DEPOSITOF(M)				
MFFPA				
Paid by: WI				
PENGROWTH				
(C)				
100.000000000				
36.24804430				
63.75195570				

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00779	F						
M00789	PNG	CR		Eff: Apr 22, 1958			
Sub: A	WI		320.000	C00473 A Yes		WI	Area : SWAN HILLS
DIVPEND	111384		320.000	PENGROWTH		20.83150000	TWP 067 RGE 11 W5ME 14
	CNR		66.661	ARC		4.68270000	PNG TO BASE BEAVERHILL_LAKE
100.00000000	CNRL			CNR		74.48580000	
				Total Rental: 448.00			
							----- Related Contracts -----
							AD00074 A P&S Aug 15, 1997
							AD00123 A P&S Dec 20, 2004
							C00473 A JOA Apr 17, 1958
							C00726 C ORR Oct 15, 1997

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 C	GROSS OVERRIDING ROYALTY	ALL	N
	Roy Percent: 2.50000000		N 18.59960000 % of PROD
	Deduction: NO		
	Gas: Royalty:		Prod/Sales:
	S/S OIL: Min:		Prod/Sales:
	Other Percent:		Prod/Sales:
	Paid to: PAIDTO (R)		Min Pay:
	IMPERIAL LIM		Div:
			Min:
			Paid by: WI
			PENGROWTH
			(C)
			100.00000000
GENERAL REMARKS - Aug 29, 2012			
NO DEDUCTIONS			

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				

(cont'd)

M00788	PNG	CR		Eff: Apr 22, 1958	160.000	C00473	A	Yes	WI	Area : SWAN HILLS
Sub: A	WI			Exp: Apr 21, 1979	160.000	PENGROWTH			20.83150000	TWP 067 RGE 11 W5M SE 23
DIVPEND	111385			Ext: 15	33.330	ARC			4.68270000	PNG TO BASE BEAVERHILL_LAKE
	CNR					CNR			74.48580000	
100.000000000	CNRL					Total Rental:		224.00		
										----- Related Contracts -----
										AD00074 A P&S Aug 15, 1997
										AD00123 A P&S Dec 20, 2004
									Net	C00473 A JOA Apr 17, 1958
	Status			Dev:	Acres	Net		Undev:	Acres	C00726 C ORR Oct 15, 1997
	Developed				160.000	33.330			0.000	

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M00788	A	IMPERIAL LIM	100.000000000	PENGROWTH		100.000000000
GENERAL REMARKS - Aug 29, 2012						
NO DEDUCTIONS						

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)		
MFFA	100.000000000	PENGROWTH		20.831500000
		ARC		4.682700000
		CNR		74.485800000

M00788	PNG	CR	Eff: Apr 22, 1958	160.000	C00473	D	Yes	WI	Area : SWAN HILLS
Sub: B	WI		Exp: Apr 21, 1979	160.000	PENGROWTH			20.831500000	TWP 067 RGE 11 W5M NE 23
DIV/PEND	111385		Ext: 15	33.330	CNR			74.485800000	PNG TO BASE BEAVERHILL_LAKE
	CNR				HUSKY OIL OP			4.682700000	EXCL PNG IN SWAN_HILLS
100.000000000	CNRL		Count Acreage = No						
Total Rental: 0.00									----- Related Contracts -----
			Status	Undeveloped	Dev:	Net	Acres	Undev:	AD00074 A P&S Aug 15, 1997
						0.000	160.000		AD00123 A P&S Dec 20, 2004
									C00473 D JOA Apr 17, 1958
									C00726 C ORR Oct 15, 1997

Royalty / Encumbrances

ADXXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*
Lease Description / Rights Held						
(cont'd)						
<Linked>	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 C	GROSS OVERRIDING ROYALTY		ALL	N	N	18.59960000 % of PROD
	Roy Percent:	2.50000000				
	Deduction:	NO				
	Gas: Royalty:			Min Pay:		Prod/Sales:
	S/S OIL: Min:		Max:	Div:		Prod/Sales:
	Other Percent:			Min:		Prod/Sales:
M00788						
	Paid to:	PAIDTO (R)		Paid by:	WI (C)	
	IMPERIAL LIM		100.00000000	PENGROWTH		100.00000000
GENERAL REMARKS - Aug 29, 2012						
NO DEDUCTIONS						
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:		Prod/Sales:		
S/S OIL: Min:	Max:	Div:		Prod/Sales:		
Other Percent:		Min:		Prod/Sales:		
Paid to:	PAIDTO (R)	Paid by:	WI (C)			
MIFA		PENGROWTH		20.83150000		
	100.00000000	CNR		74.48580000		
		HUSKY OIL OP		4.68270000		

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00788							
Sub: C							
DIV/PEND	111385	Ext: 15	40.823	CNR		74.48580000	31.87154260
100.00000000	CNR			439ROY			PNG IN SWAN_HILLS
				ARC			(SWAN HILLS UNIT NO. 1 - TRACT
				BUCOLIC RES			NO. 94D)
				CDN KENWOOD			
				CHAIR HOLD			
				CHAIRRES			
				DIVOT ENERGY			
				LINTUS			
				RAZOR ENERGY CO			
				SABRE3			
				Total Rental:	224.00		

----- Related Contracts -----			
AD00074 A	P&S		Aug 15, 1997
AD00123 A	P&S		Dec 20, 2004
C00473 C	JOA		Apr 17, 1958
C00726 AF	ORR		Oct 15, 1997
U00028	UNIT		Jan 01, 1963
U00028 J	UNIT		Jan 01, 1963

Status	Acres	Net	Acres	Net
Developed	160.000	40.823	0.000	0.000

Undev: 0.000

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 AF	GROSS OVERRIDING ROYALTY	ALL	N	N	23.28230000 % of PROD
Roy Percent:	2.50000000				
Deduction:	NO				
Gas: Royalty:					Prod/Sales:
S/S OIL: Min:					Prod/Sales:
Other Percent:					Prod/Sales:
Paid to: PAIDTO (R)					
IMPERIAL LIM					
100.00000000					
Paid by: WI (C)					
PENGROWTH					
100.00000000					

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00788 C

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: DEPOSITOF(M)
MFPA
100.000000000
Paid by: WI
PENGROWTH
CNR
25.51420000
74.48580000
(C)

M00781 PNG CR Eff: Nov 15, 1957 160.000 C00471 A Yes WI
Sub: C WI Exp: Nov 14, 1978 160.000 PENGROWTH 36.24804430
DIV/PEND 110973 Ext: 15 57.997 CNR 63.75195570
CNR
100.00000000 CNRL
Area : SWAN HILLS
TWP 067 RGE 11 W5M NW 25
PNG TO BASE BEAVERHILL_LAKE
Status Developed Dev: 160.000 Acres 57.997 Undev: 0.000 Net 0.000
Total Rental: 224.00
Related Contracts
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
C00471 A JOA Sep 04, 1989
C00726 A ORR Oct 15, 1997

Royalty / Encumbrances
<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
C00726 A GROSS OVERRIDING ROYALTY ALL N 23.74804430 % of PROD
Roy Percent: 2.50000000

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00781	C						
		Deduction: NO					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)	100.000000000	Paid by: WI	(C)		
		IMPERIAL LIM		PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)	100.000000000	Paid by: WI	(C)				
MFPA		PENGROWTH		36.24804430			
		CNR		63.75195570			
Area : SWAN HILLS							
TWP 067 RGE 11 W5M SE 26							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
AD00074 A P&S Aug 15, 1997							

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross				*	*
Mineral Int	Operator / Payor		Net	Doi Partner(s)				Lease Description / Rights Held

(cont'd)

M00786																
Sub: A	Status	Undeveloped	Dev:	Acres	0.000	Net	0.000	Undev:	Acres	160.000	Net	33.330	AD00123 A	P&S	Dec 20, 2004	
													C00473 D	JOA	Apr 17, 1958	
													C00726 C	ORR	Oct 15, 1997	

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C00726 C	GROSS OVERRIDING ROYALTY	ALL	N	N	18.59960000 % of PROD
Roy Percent: 2.50000000					
Deduction: NO					
Gas: Royalty:					
S/S OIL: Min:					
Other Percent:					
Max:					
Min Pay:					
Div:					
Min:					
Prod/Sales:					
Paid to: PAIDTO (R)					
IMPERIAL LIM					
100.000000000					
Paid by: WI					
PENGROWTH					
(C)					
100.000000000					

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Max:				
Min Pay:				
Div:				
Min:				
Prod/Sales:				
Paid to: PAIDTO (R)				
MFPA				
100.000000000				
Paid by: WI				
PENGROWTH				
(C)				
20.831500000				
CNR				
74.485800000				

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00786	A			HUSKY OIL OP		4.68270000	
M00786	PNG	CR	160.000	C00473	C Yes	WI	UNIT Area : SWAN HILLS
Sub: B	WI		160.000	PENGROWTH		25.51420000	24.00878780 TWP 067 RGE 11 W5M SE 26
DIV/PEND	111386		40.823	CNR		74.48580000	31.87154260 (SWAN HILLS UNIT NO. 1 - TRACT
100.00000000	CNR			439ROY			1.06010760 NO. 99D)
	CNRL			ARC			1.77729570 PNG IN SWAN_HILLS
				BUCOLIC RES		0.29169800	0.29169800
				CDN KENWOOD		0.68906510	0.68906510
				CHAIR HOLD		0.23325600	0.23325600 AD00074 A P&S Aug 15, 1997
				CHAIRRES		1.00000000	1.00000000 AD00123 A P&S Dec 20, 2004
				DIVOT ENERGY		1.18300000	1.18300000 C00473 C JOA Apr 17, 1958
				LINTUS		0.07569170	0.07569170 C00726 AF ORR Oct 15, 1997
				RAZOR ENERGY CO		12.98221930	12.98221930 U00028 UNIT Jan 01, 1963
				SABRE3		24.82733620	24.82733620 U00028 O UNIT Jan 01, 1963
				Total Rental:	224.00		
				Status	Acres	Net	Acres
				Developed	160.000	40.823	0.000
				Dev:		Undev:	0.000

Royalty / Encumbrances			
<Linked>	Royalty Type	Product Type	Sliding Scale
C00726 AF	GROSS OVERRIDING ROYALTY	ALL	N
Roy Percent:	2.50000000		N 23.28230000 % of PROD
Deduction:	NO		
Gas: Royalty:			
S/S OIL: Min:			
Other Percent:			
Max:		Min Pay:	Prod/Sales:
		Div:	Prod/Sales:
		Min:	Prod/Sales:

ADXXXXXXX

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Paid to: PAIDTO (R) Paid by: WI (C)
IMPERIAL LIM 100.000000000 PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
NO DEDUCTIONS

M00786 B Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max: Min Pay:
Other Percent: Div: Min: Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (C)
MFPA 100.000000000 PENGROWTH 25.51420000
CNR 74.48580000

M00787 PNG CR Eff: Apr 22, 1958 160.000 C00473 B Yes WI
Sub: A WI Exp: Apr 21, 1979 160.000 PENGROWTH 20.91952250
DIVPEND 111386A Ext: 15 33.471 ARC 4.28000000
CNR 74.80047750
100.00000000 CNRL
Area : SWAN HILLS
TWP 067 RGE 11 W5M NE 26
PNG TO BASE BEAVERHILL_LAKE
----- Related Contracts -----
AD00074 A P&S Aug 15, 1997
AD00123 A P&S Dec 20, 2004
AD00878 A P&S Sep 23, 2010
C00473 B JOA Apr 17, 1958
C00726 AE ORR Oct 15, 1997

Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 160.000 Acres 33.471 Net 33.471

Total Rental: 224.00

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00787	A			Royalty / Encumbrances			
<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C00726 AE GROSS OVERRIDING ROYALTY		ALL	N	N	N	17.00000000	% of PROD
Roy Percent:		2.50000000					
Deduction:		NO					
Gas: Royalty:			Max:	Min Pay:		Prod/Sales:	
S/S OIL: Min:				Div:		Prod/Sales:	
Other Percent:				Min:		Prod/Sales:	
Paid to: PAIDTO (R)				Paid by: WI	(C)		
IMPERIAL LIM		100.000000000		PENGROWTH		100.000000000	
GENERAL REMARKS - Aug 29, 2012							
NO DEDUCTIONS							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD	
Roy Percent:		STANDARD					
Deduction:			Min Pay:		Prod/Sales:		
Gas: Royalty:			Div:		Prod/Sales:		
S/S OIL: Min:			Min:		Prod/Sales:		
Other Percent:							
Paid to: PAIDTO (R)			Paid by: WI	(C)			
MFPA		100.000000000	PENGROWTH		20.91952250		
			ARC		4.28000000		
			CNR		74.80047750		
M13764	PNG	CR	Eff: May 24, 1956	2,400.000	WI		Area : GOOSE RIVER

Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held
(cont'd)						
M13764						
Sub: A	WI	Exp: May 23, 1977	2,400.000	PENGROWTH	100.000000000	TWP 67 RGE 18 W5M NW 3, S&NW 4, E 5, E 8, N&SE 9, 10
DIVPEND	105639	Ext: 15	2,400.000			PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH			Total Rental:	3360.00	EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage =	No			
	Status	Dev:	Acre	Net	Acre	Related Contracts
	Undeveloped		0.000	0.000	2,400.000	AD00643 A CONVEY Nov 01, 2006

(cont'd)

Royalty Type		Product Type		Sliding Scale		Convertible		% of Prod/Sales	
LESSOR OVERRIDING ROYALTY		ALL		Y		N		% of PROD	
Roy Percent:									
Deduction:		STANDARD							
Gas: Royalty:				Min Pay:				Prod/Sales:	
S/S OIL: Min:				Div:				Prod/Sales:	
Other Percent:				Min:				Prod/Sales:	
Paid to:		LESSOR		Paid by:		(M)			
ABEN		100.00000000		PENGROWTH				100.00000000	

[illegible]

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

Jul 01, 1968

Jul 01, 1968
Jul 01, 1968
Jul 01, 1968
Jul 01, 1968
Jul 01, 1968
Jul 01, 1968

Nov 01, 2006
Jul 01, 1968

Sales
% of PROD

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M13766	A	Deduction: STANDARD					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: PAIDTO (R)		Paid by: WI	(M)		
	MFPA		100.00000000	PENGROWTH		100.00000000	
M13766	PNG	CR	160.000		WI		Area : GOOSE RIVER
Sub: B	WI	Eff: May 24, 1956	160.000	PENGROWTH	100.00000000		TWP 067 RGE 18 W5M SW 3
DIVPEND	105639B	Exp: May 23, 1977	160.000				PNG TO BASE BEAVERHILL_LAKE
		Ext: 15		Total Rental: 224.00			EXCL PNG IN SWAN_HILLS
100.00000000	PENGROWTH	Count Acreage = No					
							----- Related Contracts -----
							AD00643 A CONVEY Nov 01, 2006
				Royalty / Encumbrances			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:			Min Pay:		Prod/Sales:		
S/S OIL: Min:		Max:	Div:		Prod/Sales:		
Other Percent:			Min:		Prod/Sales:		
		Paid to: PAIDTO (R)		Paid by: WI	(M)		
	MFPA		100.00000000	PENGROWTH		100.00000000	

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M13765 B _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000 Paid by: WI (M) 100.000000000
MFPA PENGROWTH

M01344 PNG CR Eff: Jun 15, 1960 1,280.000 1,280.000 WI UNIT Area : GOOSE RIVER
Sub: A WI Exp: Jun 14, 1981 1,280.000 PENGROWTH 100.00000000 96.75000000 TWP 067 RGE 18 W5M W 5, E 6, E
DIV/PEND 119831 Ext: 15 1,280.000 OBSIDIAN PRT 3.25000000 7, W 8
PENGROWTH (GOOSE RIVER UNIT NO. 1 -
100.00000000 PENGROWTH Total Rental: 1792.00 TRACT NO. 9, 10, 11, 12)
PNG IN SWAN_HILLS

Status Developed Dev: 1,280.000 Net 1,280.000 Undev: 0.000 Acres 0.000 Net 0.000
----- Related Contracts -----
AD00701 A P&S Nov 30, 2000
U00272 UNIT Jul 01, 1968

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:

Min Pay: Prod/Sales:

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent: Max: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.000000000

M13764 PNG CR Eff: May 24, 1956 160.000 WI
Sub: C WI Exp: May 23, 1977 160.000 PENGROWTH 100.000000000
DIV/PEND 105639 Ext: 15 160.000
PENGROWTH Total Rental: 224.00
100.000000000 Count Acreage = No
Status Acres Net Undev: Net
Developed 160.000 160.000 0.000 0.000

----- Related Contracts -----
AD00643 A CONVEY Nov 01, 2006

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:
Gas: Royalty: Max: Div: Prod/Sales:
S/S OIL: Min: Min: Prod/Sales:
Other Percent: Paid to: LESSOR (M) Paid by: WI (M)
ABEN 100.000000000 PENGROWTH 100.000000000

M01347 PNG CR Eff: May 03, 1963 480.000 WI Area : GOOSE RIVER
Sub: A WI Exp: May 02, 1984 480.000 PENGROWTH 100.000000000 96.750000000 TWP 067 RGE 18 W5M W 15, SW 22

PENGROWTH ENERGY CORPORATION

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Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held
(cont'd)						
M01347						
Sub: A						
DIVPEND	127527	PENGROWTH	Ext: 15	OBSIDIAN PRT		3.25000000 (GOOSE RIVER UNIT NO. 1 - TRACT NO. 19, 22) PNG IN SWAN_HILLS
100.00000000	PENGROWTH		Total Rental:	672.00		
	Status	Dev:	Acres	Net	Undev:	Acres
	Developed		480.000	480.000		0.000
						Net
						AD00701 A P&S Nov 30, 2000 U00272 UNIT Jul 01, 1968

(cont'd)

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Royalty Type		Royalty / Encumbrances		
LESSOR OVERRIDING ROYALTY	Product Type	Sliding Scale	Convertible	% of Prod/Sales
ALL		Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	PAID TO	(R)		
MFPA			Paid by:	(M)
	100.00000000		PENGROWTH	100.00000000

M13834	PNG	CR	Eff: Feb 19, 1965	160.000	WI	Area : GOOSE RIVER
Sub: A	WI		Exp: Feb 18, 1975	160.000	PENGROWTH	TWP 067 RGE 18 W5M SE 15
DIVPEND	5118		Ext: 15	160.000		PNG IN SWAN_HILLS
	PENGROWTH				Total Rental:	0.00
100.000000000	PENGROWTH					
						Related Contracts

						AD00643 A CONVEY
						Nov 01, 2006

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M13834
Sub: A

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:	Max:	Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (M)			
MFPA		PENGROWTH				
	100.000000000					100.000000000

M13834	PNG	CR	Eff: Feb 19, 1965	160.000	WI	Area : GOOSE RIVER
Sub: B	WI		Exp: Feb 18, 1975	PENGROWTH	100.000000000	TWP 067 RGE 18 W5M SE 15
DIV/PEND	5118		Ext: 15	160.000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH		Total Rental:	224.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No				
Status	Undeveloped	Dev:	Acres	Net	Acres	Net
			0.000	0.000	160.000	160.000
				Undev:		

----- Related Contracts -----
AD00643 A CONVEY Nov 01, 2006

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01346 A _____ Royalty / Encumbrances _____

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

Paid to: PAIDTO (R) 100.000000000 Paid by: WI (M) 100.000000000
MFPA PENGROWTH

M13914 PNG CR Eff: May 24, 1956 160.000 U00272 AA Bypass TRACT
Sub: A WI Exp: May 23, 1977 160.000 PENGROWTH 100.000000000
DIV/PEND 105889 Ext: 15 160.000
PENGROWTH Total Rental: 0.00
100.000000000 PENGROWTH

Status Developed Dev: 160.000 Net 160.000 Undev: 0.00 Acres 0.000 Net 0.000
Related Contracts
AD00643 A CONVEY Nov 01, 2006
U00272 UNIT Jul 01, 1968
U00272 AA UNIT Jul 01, 1968

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD 100.00000000

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:

Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent: Max: Div: Prod/Sales:
Min: Prod/Sales:

Paid to: DEPOSITOR(M) Paid by: TRACT (C)
MFPA 100.000000000 PENGROWTH 100.000000000

M13914 PNG CR Eff: May 24, 1956 160.000 WI Area : GOOSE RIVER
Sub: B WI Exp: May 23, 1977 160.000 PENGROWTH 100.000000000 TWP 067 RGE 18 W5M SE 19
DIV/PEND 105889 Ext: 15 160.000
PENGROWTH Total Rental: 224.00
100.000000000 Count Acreage = No
Status Undeveloped Dev: Acres Net Undev: Acres Net
PENGROWTH 0.000 0.000 160.000 160.000
----- Related Contracts -----
AD00643 A CONVEY Nov 01, 2006
EXCL NG TO BASE NOTIKEWIN
EXCL PNG IN SWAN_HILLS

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of PROD
Deduction: STANDARD			
Gas: Royalty:			Prod/Sales:
S/S OIL: Min:			Prod/Sales:
Other Percent:			Prod/Sales:
Paid to: PAIDTO (R)	100.000000000	WI	(M)
MFPA		PENGROWTH	100.000000000

M13914 PNG CR Eff: May 24, 1956 0.000 WI Area : GOOSE RIVER
Sub: C WI Exp: May 23, 1977 0.000 PENGROWTH 100.000000000 TWP 067 RGE 18 W5M SE 19

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennials' Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M13914						
Sub: C						
DIVPEND	105889	Ext: 15	0.000	Total Rental:	0.00	NG TO BASE NOTIKWIN
	PENGROWTH					
100.000000000	PENGROWTH	Count Acreage = No	Acres	Net	Acres	Related Contracts
	Status	Dev:	0.000	Undev:	0.000	AD00643 A CONVEY Nov 01, 2006
	Undeveloped					
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:			Prod/Sales:	
S/S OIL: Min:	Max:	Div:			Prod/Sales:	
Other Percent:		Min:			Prod/Sales:	
Paid to:	PAIDTO (R)	Paid by:	WI (M)			
MFPA	100.000000000	PENGROWTH			100.000000000	
M13913	PNG	CR	Eff: May 24, 1956	0.000	WI	Area : GOOSE RIVER
Sub: A	WI	Exp: May 23, 1977	0.000	PENGROWTH	100.000000000	TWP 067 RGE 18 W5M 20, 21
DIVPEND	105640	Ext: 15	0.000	OBSIDIAN PRT		3.250000000
	PENGROWTH					PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No	Total Rental:	0.00		(EXCL THE 10-20-67-18-W5M WELLBORE)
	Status	Dev:	Acres	Net	Acres	Related Contracts
	Undeveloped		0.000	Undev:	0.000	

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M13913
Sub: D

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	% of PROD		
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:			Prod/Sales:	
S/S OIL: Min:		Div:			Prod/Sales:	
Other Percent:		Min:			Prod/Sales:	
Paid to:	PAIDTO (R)	Paid by:	WI (C)			
MFPA		PENGROWTH			50.00000000	
		QUESTFIRE			50.00000000	

M13913	PNG	CR	Eff: May 24, 1956	640.000	WI	Area : GOOSE RIVER
Sub: G	WI		Exp: May 23, 1977	PENGROWTH	100.00000000	TWP 067 RGE 18 W5M 21
DIV/PEND	105640		Ext: 15			PNG IN VIKING_ZONE;
	PENGROWTH		Total Rental: 896.00			PNG BELOW BASE DEBOLT TO BASE
100.00000000	PENGROWTH					BEAVERHILL_LAKE
						EXCL PNG IN SWAN_HILLS
						----- Related Contracts -----
						AD00643 A CONVEY Nov 01, 2006

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	% of PROD		

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M13913							
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	PAIDTO	(R)			
		MFPA	100.000000000				
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000
M13913							
		CR	640.000			WI	
		Eff: May 24, 1956					
		Exp: May 23, 1977					
		Ext: 15					
		PENGROWTH					
		PENGROWTH					
		100.000000000					
		Status					
		Undeveloped					
		Dev:	0.000				
		Acres					
		Net					
		Undev:	0.000				
		Acres					
		Net					
		640.000					
		640.000					
		640.000					
		Total Rental:	896.00				
		Area : GOOSE RIVER					
		TWP 067 RGE 18 W5M 28					
		PNG TO BASE VIKING_ZONE					
		----- Related Contracts -----					
		AD00643 A	CONVEY				Nov 01, 2006
M13913							
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD
		LESSOR OVERRIDING ROYALTY	ALL	Y	N		
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	PAIDTO	(R)			
		MFPA	100.000000000				
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M14142
Sub: A

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of Prod/Sales
Deduction:	STANDARD		100.00000000
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI (C)	
MFPA	100.00000000	PENGROWTH	70.00000000
		CNR NORTH PART	30.00000000

M13812	PNG	CR	Eff: May 24, 1956	160.000	WI	Area : GOOSE RIVER
Sub: A	WI		Exp: May 23, 1977	160.000	PENGROWTH	TWP 067 RGE 19 W5M SE 13
DIV/PEND	105894		Ext: 15	160.000		PNG IN SWAN_HILLS
	PENGROWTH		Total Rental:	0.00		
100.00000000	PENGROWTH					
Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		160.000	160.000		0.000	0.000

----- Related Contracts -----
AD00643 A CONVEY Nov 01, 2006
U00272 AG UNIT Jul 01, 1968

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
			% of Prod/Sales
			100.00000000
			% of PROD

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M13812							
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	PAIDTO	(R)			
		MFPA	100.000000000		WI	(M)	
					PENGROWTH		100.000000000
M13812							
		CR	160.000			WI	
		Eff: May 24, 1956	160.000				
		Exp: May 23, 1977	160.000	PENGROWTH		100.000000000	
		Ext: 15	160.000				
		Total Rental:	224.00				
		Count Acreage =	No				
100.000000000							
		PENGROWTH					
		PENGROWTH					
		Status					
		Undeveloped					
		Dev:	0.000				
		Net	0.000				
		Undev:	0.000				
		Acres	160.000				
		Net	160.000				
		Acres	160.000				
		Net	160.000				
Area : GOOSE RIVER							
TWP 067 RGE 19 W5M SE 13							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
AD00643 A CONVEY Nov 01, 2006							

Royalty / Encumbrances							

		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:							
S/S OIL: Min:							
Other Percent:							
Min Pay:							
Div:							
Min:							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to:							
PAIDTO							
(R)							
MFPA							
100.000000000							
Paid by:							
WI							
PENGROWTH							
(M)							
100.000000000							

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

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Paid to:	DEPOSITOF(M)	Paid by:	TRACT	(C)
MFPA	100.00000000	PENGROWTH		100.00000000

Total Rental: 224.00

-----**Related Contracts**

Product	Prod/Sales:	% of Prod/Sales
N	100.0000000	% of

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:

Max: Div: Prod/Sales:

Min: Prod/Sales:

Paid to: DEPOSITOF(M) Paid by: TRACT (C)

MFPA 100.000000000 PENGROWTH 100.000000000

M35328 PNG CR Eff: Oct 24, 1961 320.000 WI Area : DEER MOUNTAIN

Sub: A WI Exp: Oct 23, 1982 320.000 PENGROWTH 100.000000000 TWP 68 RGE 8 W5M W 31

DIV/PEND 124028 Ext: 15 320.000 Total Rental: 0.00 ALL PNG FROM TOP SURFACE TO

PENGROWTH Count Acreage = No Acres Net Undev: 0.000 Acres Net 0.000 BASE BHL

PENGROWTH Status Developed Dev: 320.000 Net 320.000 EXCL PNG IN SWAN_HILLS

----- Related Contracts -----

AD02008 A P&S Jun 25, 2014

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY Product Type ALL Sliding Scale N Convertible Y % of Prod/Sales 100.000000000 % of PROD

Roy Percent: Deduction: STANDARD Min Pay: Prod/Sales:

Gas: Royalty: S/S OIL: Min: Div: Prod/Sales:

Other Percent: Max: Min: Prod/Sales:

Paid to: DEPOSITOF(M) Paid by: WI (M)

MFPA 100.000000000 PENGROWTH 100.000000000

M35328 PNG CR Eff: Oct 24, 1961 160.000 U00273 AI Bypass TRACT

Sub: B WI Exp: Oct 23, 1982 160.000 PENGROWTH 100.000000000 TWP 68 RGE 8 W5M SW 31

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File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M35328						
Sub: B						
DIV/PEND	124028	Ext: 15	160.000	Total Rental: 224.00		ALL PNG IN SWAN_HILLS (UNITIZED ZONE) (DEER MOUNTAIN UNIT NO. 1 TRACT A)
	PENGROWTH					
	PENGROWTH					
	Status	Dev:	Acres	Net	Acres	Net
	Developed		160.000	160.000	0.000	0.000
				Undev:		
						----- Related Contracts ----- AD02008 A P&S Jun 25, 2014 U00273 UNIT Feb 01, 1963 U00273 AI UNIT Feb 01, 1963

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: DEPOSIT OF (M)		Paid by: TRACT (C)		
MFPA	100.00000000	PENGROWTH		100.00000000

M35328	PNG	CR	Eff: Oct 24, 1961	160.000	U00273 O Bypass	TRACT
Sub: C	WI		Exp: Oct 23, 1982	160.000	PENGROWTH	100.00000000
DIV/PEND	124028		Ext: 15	160.000		
	PENGROWTH					
	PENGROWTH					
	Status	Dev:	Acres	Net	Acres	Net
	Developed		160.000	160.000	0.000	0.000
				Undev:		
						----- Related Contracts ----- Area : DEER MOUNTAIN TWP 68 RGE 8 W5M NW 31 ALL PNG IN SWAN_HILLS (UNITIZED ZONE) (DEER MOUNTAIN UNIT NO. 1 TRACT O)

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

(cont'd)

Sub: C

Royalty / Encumbrances

Roy Percent:

Deduction: STANDARD

Gas: Royalty:

S/S OIL : Min:

Other Percent-

Min. Div.

Prod/Sales:

100.000000000

Total Rental: 224.00

Royalty / Encumbrances

Roy Percent:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M35326	D	Deduction: STANDARD					
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:	Max:	Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: DEPOSITOF(M)		Paid by: TRACT (C)			
		MFPA	100.000000000	PENGROWTH		100.000000000	
M35327	PNG	CR	160.000	160.000	WI		Area : DEER MOUNTAIN
Sub: A	WI	Eff: May 11, 1961	160.000	PENGROWTH	100.000000000		TWP 68 RGE 8 W5M SW 32
DIVPEND	123768F	Exp: May 10, 1982	160.000				ALL PNG FROM TOP SURFACE TO
	PENGROWTH	Ext: 15	160.000	Total Rental: 0.00			BASE BHL
	PENGROWTH	Count Acreage = No					EXCL PNG IN SWAN_HILLS
		Status	Acres	Net	Acres	Net	----- Related Contracts -----
		Developed	160.000	160.000	0.000	0.000	AD02008 A P&S Jun 25, 2014
		Dev:		Undev:			
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction: STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
		Paid to: DEPOSITOF(M)		Paid by: WI (M)			
		MFPA	100.000000000	PENGROWTH		100.000000000	

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

Lease Description / Rights Held

M00798

Royalty / Encumbrances

N 100.00000000 % of PROD

Deduction: STANDARD

Gas: Royalty:

S/S OIL: Min:

Div:

MFPA

PENGROWTH

10

00000

-----	Related Contracts	-----
0.23325600		Feb 01, 1999
1.00000000	AD00083 A	P&S
31.87154260	U00028	UNIT
1.18300000	U00028 CT	UNIT
0.07569170	U00028 CU	UNIT
12.98221930		Jan 01, 1963
24.82733620		Jan 01, 1963

Total Rental: 448.00

Status

Acres

Net

Acres

Net

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held0.000

1

100.00000000 % of PROD

-----	Related Contracts	-----
AD00736 A	P&S	Apr 22, 2008
C05669 A	JOA	Apr 25, 1961

1

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Royalty Type
LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R) WI
MFPA 100.000000000
PENGROWTH
CNR
DIVOT ENERGY
RAZOR ENERGY CO
SABRE3
50.000000000
25.000000000
0.01325000
12.50000000
12.48675000

M16566	PNG	CR	Eff: May 02, 1961	320.000	C05669	A	No	WI	UNIT	Area : SWAN HILLS
Sub: B	WI		Exp: May 02, 1982	320.000	PENGROWTH			50.000000000	24.00878780	TWP 068 RGE 10 W5ME 5
DIV/PEND	121823		Ext: 15	160.000	CNR			25.000000000	31.87154260	(SWAN HILLS UNIT NO. 1 - TRACT
	PENGROWTH				DIVOT ENERGY			0.01325000	1.18300000	NOS 9H, 16H)
100.00000000	PENGROWTH				RAZOR ENERGY CO			12.50000000	12.98221930	PNG IN SWAN_HILLS
					SABRE3			12.48675000	24.82733620	
					439ROY				1.06010760	----- Related Contracts -----
					ARC				1.77729570	AD00736 A P&S Apr 22, 2008
					BUCOLIC RES				0.29169800	C05669 A JOA Apr 25, 1961
					CDN KENWOOD				0.68906510	U00028 UNIT Jan 01, 1963
					CHAIR HOLD				0.23325600	U00028 JO UNIT Jan 01, 1963
					CHAIRRES				1.00000000	U00028 JR UNIT Jan 01, 1963
					LINTUS				0.07569170	
					Total Rental:		448.00			

Status Acres Net Acres Net

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M16566							
Sub: B	Developed	Dev:	320.000	160.000	Undev:	0.000	0.000
Royalty / Encumbrances							
Royalty Type							
LESSOR OVERRIDING ROYALTY							
Product Type			ALL	Sliding Scale	Convertible	% of Prod/Sales	
Roy Percent:				Y	N	100.00000000 % of PROD	
Deduction:			STANDARD				
Gas: Royalty:				Min Pay:			Prod/Sales:
S/S OIL: Min:				Max:			Prod/Sales:
Other Percent:				Min:			Prod/Sales:
Paid to:			PAIDTO (R)	Paid by:	WI (C)		
MFPA				PENGROWTH		50.00000000	
				CNR		25.00000000	
				DIVOT ENERGY		0.01325000	
				RAZOR ENERGY CO		12.50000000	
				SABRE3		12.48675000	
Area : DEER MOUNTAIN							
TWP 069 RGE 08 W5M W 5, E 6							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							
----- Related Contracts -----							
Status			AD00043 A	P&S			Aug 29, 1997
Undeveloped			AD00643 A	CONVEY			Nov 01, 2006
Dev:			C00462 A	FO			Sep 17, 1957 (I)
			C04845 D	FO			Sep 17, 1957 (I)
Royalty / Encumbrances							

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00769	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD
	Roy Percent:						
	Deduction:		STANDARD				
	A	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
	Paid to:		PAIDTO (R)		WI	(M)	
	MFPA		100.00000000	PENGROWTH		100.00000000	
M00769	PNG	CR	Eff: Dec 07, 1955	640.000		WI	UNIT
	Sub: B	WIR	Exp: Dec 06, 1976	PENGROWTH	100.00000000	100.00000000	TWP 069 RGE 08 W5M W 5, E 6
	DIV/PEND	104898	Ext: 15				(DEER MOUNTAIN UNIT NO. 1 -
	PENGROWTH						TRACT NO. 4-5B, 12-5B, 2-6B,
	PENGROWTH						10-6B)
	100.00000000						PNG IN SWAN_HILLS
			Total Rental:	896.00			
----- Related Contracts -----							
	AD00043 A	P&S					Aug 29, 1997
	AD00643 A	CONVEY					Nov 01, 2006
	C00462 A	FO					Sep 17, 1957 (I)
	C00463 A	FO					May 15, 1992 (I)
	C04845 D	FO					Sep 17, 1957 (I)
	C05413 A	ROY					May 15, 1992 (I)
	U00273	UNIT					Feb 01, 1963
	U00273 AC	UNIT					Feb 01, 1963
	U00273 AK	UNIT					Feb 01, 1963
	U00273 I	UNIT					Feb 01, 1963
	U00273 Q	UNIT					Feb 01, 1963

Royalty / Encumbrances							
M00769	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	% of PROD
	Roy Percent:						
	Deduction:		STANDARD				
	A	Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
	Paid to:		PAIDTO (R)		WI	(M)	
	MFPA		100.00000000	PENGROWTH		100.00000000	
M00769	PNG	CR	Eff: Dec 07, 1955	640.000		WI	UNIT
	Sub: B	WIR	Exp: Dec 06, 1976	PENGROWTH	100.00000000	100.00000000	TWP 069 RGE 08 W5M W 5, E 6
	DIV/PEND	104898	Ext: 15				(DEER MOUNTAIN UNIT NO. 1 -
	PENGROWTH						TRACT NO. 4-5B, 12-5B, 2-6B,
	PENGROWTH						10-6B)
	100.00000000						PNG IN SWAN_HILLS
			Total Rental:	896.00			
----- Related Contracts -----							
	AD00043 A	P&S					Aug 29, 1997
	AD00643 A	CONVEY					Nov 01, 2006
	C00462 A	FO					Sep 17, 1957 (I)
	C00463 A	FO					May 15, 1992 (I)
	C04845 D	FO					Sep 17, 1957 (I)
	C05413 A	ROY					May 15, 1992 (I)
	U00273	UNIT					Feb 01, 1963
	U00273 AC	UNIT					Feb 01, 1963
	U00273 AK	UNIT					Feb 01, 1963
	U00273 I	UNIT					Feb 01, 1963
	U00273 Q	UNIT					Feb 01, 1963

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00769	B	MFPA	100.00000000	PENGROWTH		100.00000000	
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
GROSS OVERRIDING ROYALTY		ALL	N	N	14.97950000 % of PROD		
Roy Percent:		7.50000000					
Deduction:		UNKNOWN					
Gas: Royalty:			Max:	Min Pay:	Prod/Sales:		
S/S OIL: Min:				Div:	Prod/Sales:		
Other Percent:				Min:	Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:	PAIDBY (R)			
PENGROWTH		100.00000000	PENGROWTH		100.00000000		
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
NET GROSS INCOME		ALL	N	N	% of PROD		
Roy Percent:		UNKNOWN					
Deduction:			Min Pay:	Prod/Sales:			
Gas: Royalty:			Div:	Prod/Sales:			
S/S OIL: Min:			Min:	Prod/Sales:			
Other Percent:							
Paid to:		PAIDTO (R)	Paid by:	PAIDBY (R)			
PENGROWTH		100.00000000	PENGROWTH		100.00000000		

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00769 B
GENERAL REMARKS - Aug 29, 2012
SEE DEAL SUMMARY FOR BREAKDOWN

M14784	PNG	CR	Eff: Jun 11, 1959	320.000		WI	UNIT	Area : DEER MOUNTAIN
Sub: A	WIR		Exp: Jun 10, 1980	320.000	PENGROWTH	100.000000000	100.000000000	TWP 069 RGE 08 W5M E 5
DIV/PEND	118198		Ext: 15	320.000				(DEER MOUNTAIN UNIT NO. 1
	PENGROWTH				Total Rental: 448.00			TRACT NO. 10-5B)
100.000000000	PENGROWTH							PNG IN SWAN_HILLS
Status			Dev:	Acres	Net	Acres	Net	----- Related Contracts -----
Developed				320.000	320.000	0.000	0.000	AD00643 A CONVEY Nov 01, 2006
					Undev:			C05413 A ROY May 15, 1992 (I)
								U00273 UNIT Feb 01, 1963
								U00273 AB UNIT Feb 01, 1963
								U00273 H UNIT Feb 01, 1963

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)	Paid by: WI (M)
MFFA	PENGROWTH
100.000000000	100.000000000

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY	ALL	N	N	14.979500000 % of PROD

Roy Percent: 7.50000000
Deduction: UNKNOWN

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M14784	A	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R) PENGROWTH	100.000000000	Paid by: PAIDBY (R) PENGROWTH	100.000000000		
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD		
NET GROSS INCOME	ALL	N	N				
Roy Percent:	UNKNOWN						
Deduction:							
Gas: Royalty:		Min Pay:			Prod/Sales:		
S/S OIL: Min:	Max:	Div:			Prod/Sales:		
Other Percent:		Min:			Prod/Sales:		
Paid to: PAIDTO (R) PENGROWTH	100.000000000	Paid by: PAIDBY (R) PENGROWTH	100.000000000				
GENERAL REMARKS - Aug 29, 2012							
SEE DEAIL SUMMARY FOR BREAKDOWN							

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(cont'd)

Royalty / Encumbrances

[illegible]

Paid to:	LESSOR	(M)	Paid by:	WI	(M)
ABEN			PENGROWTH		
		100.00000000			100.00000000

Status	Acres	Net	Acres	Net	Related Contracts
Developed	Dev:	160.000	Undev:	0.000	AD00043 A P&S Aug 29, 1997 AD00643 A CONVEY Nov 01, 2006 C00462 A FO Sep 17, 1957 (I) C00463 A FO May 15, 1992 (I) C04845 D FO Sep 17, 1957 (I) C05413 A ROY May 15, 1992 (I) U00273 UNIT Feb 01, 1963 U00273 R UNIT Feb 01, 1963
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD	
Roy Percent:					

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
Other Percent:							
Max:			Div:		Prod/Sales:		
			Min:		Prod/Sales:		
Paid to:			Paid by:				
ABEN	LESSOR (M)		PENGROWTH	WI	(M)		
100.000000000			100.000000000				
M00771	PNG	CR	Eff: Dec 07, 1955	160.000	WI	Area : DEER MOUNTAIN	
Sub: A	WI	Exp: Dec 06, 1976	160.000	PENGROWTH	100.000000000	TWP 069 RGE 08 W5M SW 6	
DIV/PEND	104900	Ext: 15	160.000	PNG TO BASE BEAVERHILL_LAKE			
PENGROWTH			Total Rental:		EXCL PNG IN SWAN_HILLS		
PENGROWTH			Count Acreage = No				
100.000000000							
Status			Acres		Net		----- Related Contracts -----
Undeveloped	Dev:	0.000	0.000	Undev:	160.000	160.000	
			Royalty / Encumbrances				
Royalty Type			Product Type		Sliding Scale		% of Prod/Sales
LESSOR OVERRIDING ROYALTY			ALL		Y N		% of PROD
Roy Percent:							
Deduction:			STANDARD				
Gas: Royalty:					Min Pay:		Prod/Sales:
S/S OIL: Min:					Div:		Prod/Sales:
Other Percent:					Min:		Prod/Sales:
Paid to:			PAIDTO (R)		Paid by:		
MFPA			100.000000000		PENGROWTH		(M)
							100.000000000
M00771	PNG	CR	Eff: Dec 07, 1955	160.000	WI	Area : DEER MOUNTAIN	
Sub: B	WIR	Exp: Dec 06, 1976	160.000	PENGROWTH	100.000000000	TWP 069 RGE 08 W5M SW 6	

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M00771

Sub: B

DIV/PEND

104900

PENGROWTH

Ext: 15

160.000

Total Rental:

224.00

(DEER MOUNTAIN UNIT NO. 1 -
TRACT NO. 4-6B)
PNG IN SWAN_HILLS

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		160.000	160.000		0.000	0.000
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (M)			
MFPA	100.00000000	PENGROWTH		100.00000000		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
GROSS OVERRIDING ROYALTY	ALL	N	N	14.97950000	% of	PROD
Roy Percent:						
Deduction:	UNKNOWN					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)			

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00771	B	PENGROWTH	100.000000000	PENGROWTH		100.000000000	
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD
NET GROSS INCOME	ALL	N	N		
Roy Percent:	UNKNOWN				
Deduction:					
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:	Max:	Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)			
PENGROWTH	100.000000000	PENGROWTH		100.000000000	

GENERAL REMARKS - Aug 29, 2012
SEE DEAIL SUMMARY FOR BREAKDOWN

M00777	PNG	CR	Eff: Dec 07, 1955	160.000	WI	Area : DEER MOUNTAIN
Sub: A	WI		Exp: Dec 06, 1976	160.000	100.000000000	TWP 069 RGE 08 W5M SW 7
DIV/PEND	104899A		Ext: 15	160.000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH		Total Rental: 0.00			EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No				----- Related Contracts -----

(cont'd)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00777	B	LESSOR OVERRIDING ROYALTY	ALL		Y	N	100.000000000	% of PROD	U00273	UNIT	Feb 01, 1963
		Roy Percent:									
		Deduction:	STANDARD								
		Gas: Royalty:			Min Pay:			Prod/Sales:			
		S/S OIL: Min:	Max:		Div:			Prod/Sales:	U00273 AM	UNIT	Feb 01, 1963
		Other Percent:			Min:			Prod/Sales:			
		Paid to:	PAIDTO (R)		Paid by:	WI	(M)				
		MFPA	100.000000000		PENGROWTH			100.000000000			

Royalty / Encumbrances

Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
GROSS OVERRIDING ROYALTY		ALL	N	N	14.97950000 % of PROD
Roy Percent:	7.50000000				
Deduction:	UNKNOWN				
Gas: Royalty:		Min Pay:			Prod/Sales:
S/S OIL: Min:	Max:	Div:			Prod/Sales:
Other Percent:		Min:			Prod/Sales:
Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)	
PENGROWTH	100.00000000		PENGROWTH		100.00000000

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.
KIND - Aug 29, 2012
AGREEMENT SILENT.
SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.
ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

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PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		
					*	
						Lease Description / Rights Held

(cont'd)

Royalty Type		Royalty / Encumbrances		
NET GROSS INCOME	Product Type	Sliding Scale	Convertible	% of Prod/Sales
ALL		N	N	% of PROD
Roy Percent:				
Deduction:	UNKNOWN			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
PENGROWTH	100.000000000	PENGROWTH		100.000000000

GENERAL REMARKS - Aug 29, 2012

SEE DEAIL SUMMARY FOR BREAKDOWN

M00778	PNG	CR	Eff: Jun 11, 1959	160.000	WI	Area : DEER MOUNTAIN
Sub: A	WI		Exp: Jun 10, 1980	160.000	100.00000000	TWP 069 RGE 08 W5M NW 7
DIVPEND	118199		Ext: 15	160.000		PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH				Total Rental:	0.00
100.00000000	PENGROWTH		Count Acreage =	No		EXCL PNG IN SWAN_HILLS
----- Related Contracts -----						
Status			Acres	Net	Acres	Net
Undeveloped		Dev:	0.000	0.000	160.000	160.000
				Undev:		
					AD00043 A	P&S Aug 29, 1997
					AD00643 A	CONVEY Nov 01, 2006
					C00462 B	FO Sep 17, 1957 (I)
					C04845 E	FO Sep 17, 1957 (I)

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00778 B _____ Royalty / Encumbrances _____

Royalty Type
GROSS OVERRIDING ROYALTY
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
14.97950000
% of PROD

Roy Percent: 7.50000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
PENGROWTH 100.000000000
Paid by: PAIDBY (R)
PENGROWTH 100.000000000

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.
KIND - Aug 29, 2012
AGREEMENT SILENT.
SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.
ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type
NET GROSS INCOME
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
% of PROD

Roy Percent:
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
Paid by: PAIDBY (R)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M00778	B	PENGROWTH	100.000000000	PENGROWTH		100.000000000	
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GENERAL REMARKS - Aug 29, 2012
SEE DETAIL SUMMARY FOR BREAKDOWN

M14785	PNG	CR	Eff: Jun 11, 1959	640.000		WI	UNIT	Area : DEER MOUNTAIN
Sub: A	WIR		Exp: Jun 10, 1980	640.000	PENGROWTH	100.000000000	100.000000000	TWP 069 RGE 08 W5M E 7, W 8
DIV/PEND	118200		Ext: 15	640.000				(DEER MOUNTAIN UNIT NO. 1 -
	PENGROWTH				Total Rental: 896.00			TRACT NO. 10-7B, 2-7B, 12-8B,
100.000000000	PENGROWTH							4-8B)
								PNG IN SWAN_HILLS

AD00643 A	CONVEY	Nov 01, 2006
C05413 A	ROY	May 15, 1992 (I)
U00273	UNIT	Feb 01, 1963
U00273 AD	UNIT	Feb 01, 1963
U00273 AN	UNIT	Feb 01, 1963
U00273 J	UNIT	Feb 01, 1963
U00273 T	UNIT	Feb 01, 1963

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M14785	A	Deduction: UNKNOWN		Min Pay:		Prod/Sales:	
		Gas: Royalty:		Div:		Prod/Sales:	
		S/S OIL: Min:	Max:	Min:		Prod/Sales:	
		Other Percent:					
		Paid to: PAIDTO (R)		Paid by: PAIDBY (R)			
		PENGROWTH	100.000000000	PENGROWTH		100.000000000	
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD		
NET GROSS INCOME	ALL	N	N				
Roy Percent:							
Deduction: UNKNOWN							
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:	Max:	Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)					
PENGROWTH	100.000000000	PENGROWTH		100.000000000			
GENERAL REMARKS - Aug 29, 2012							
SEE DEAIL SUMMARY FOR BREAKDOWN							

CS EXPLORER Version: 11.0.4

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		*		
(cont'd)									
M14786	A		Royalty / Encumbrances						
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.00000000	% of	PROD	
Roy Percent:									
Deduction:			STANDARD						
Gas: Royalty:						Min Pay:	Prod/Sales:		
S/S OIL: Min:						Div:	Prod/Sales:		
Other Percent:						Min:	Prod/Sales:		
Paid to: PAIDTO (R)						Paid by: WI	(M)		
MFPA			100.000000000			PENGROWTH	100.000000000		
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales			
GROSS OVERRIDING ROYALTY			ALL	N	N	14.97950000	% of	PROD	
Roy Percent:			7.50000000						
Deduction:			UNKNOWN						
Gas: Royalty:						Min Pay:	Prod/Sales:		
S/S OIL: Min:						Div:	Prod/Sales:		
Other Percent:						Min:	Prod/Sales:		
Paid to: PAIDTO (R)						Paid by: PAIDBY (R)			
ENCANA			100.000000000			PENGROWTH	100.000000000		
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales			
NET GROSS INCOME			ALL	N	N		% of	PROD	
Roy Percent:									
Deduction:			UNKNOWN						
Gas: Royalty:						Min Pay:	Prod/Sales:		
S/S OIL: Min:						Div:	Prod/Sales:		
Other Percent:						Min:	Prod/Sales:		

(cont'd)

GENERAL REMARKS - Aug 29, 2012
SEE DETAIL SUMMARY FOR BREAKDOWN

Royalty Type		Royalty / Encumbrances		
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI (M)	
MFPA	100.000000000	PENGROWTH		100.000000000

M00772	PNG	CR	Eff: Dec 07, 1955	WI	Area : DEER MOUNTAIN
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M00772	WI		320.000	PENGROWTH		100.000000000	TWP 069 RGE 09 W5M E 1
Sub: A	104903C	Exp: Dec 06, 1976	320.000				PNG TO BASE BEAVERHILL_LAKE
DIV/PEND	PENGROWTH	Ext: 15					EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No		Total Rental: 0.00			
----- Related Contracts -----							
	Status	Undeveloped	Acres	Net	Acres	Net	AD00043 A P&S Aug 29, 1997
	Dev:		0.000	0.000	Undev:	320.000	AD00643 A CONVEY Nov 01, 2006
							C00462 A FO Sep 17, 1957 (I)
							C04845 D FO Sep 17, 1957 (I)
							U00273 F UNIT Feb 01, 1963
----- Related Contracts -----							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)		Paid by: WI	(M)				
MFPA	100.000000000	PENGROWTH					
----- Related Contracts -----							
M00772	PNG	CR	320.000				Area : DEER MOUNTAIN
Sub: B	WIR	Eff: Dec 07, 1955			WI		UNIT
DIV/PEND	104903C	Exp: Dec 06, 1976	320.000	PENGROWTH	100.000000000	100.000000000	TWP 069 RGE 09 W5M E 1
100.000000000	PENGROWTH	Ext: 15	320.000				(DEER MOUNTAIN UNIT NO. 1 -
		Total Rental: 448.00					TRACT NO. 2-1D, 10-1D)
							PNG IN SWAN_HILLS
----- Related Contracts -----							
	Status	Developed	Acres	Net	Acres	Net	AD00043 A P&S Aug 29, 1997
	Dev:		320.000	320.000	Undev:	0.000	

Report Date: Aug 22, 2017
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00772

Sub: B

			Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales					
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD	AD00643 A	CONVEY	Nov 01, 2006
Roy Percent:							C00462 A	FO	Sep 17, 1957 (I)
Deduction:	STANDARD						C00463 A	FO	May 15, 1992 (I)
Gas: Royalty:							C04845 D	FO	Sep 17, 1957 (I)
S/S OIL: Min:							C05413 A	ROY	May 15, 1992 (I)
Other Percent:							U00273	UNIT	Feb 01, 1963
							U00273 F	UNIT	Feb 01, 1963
							U00273 Z	UNIT	Feb 01, 1963

Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.00000000

Paid to: PAIDTO (R) Paid by: WI (M)
MFPA 100.000000000 PENGROWTH 100.00000000

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
GROSS OVERRIDING ROYALTY ALL N N 14.97950000 % of PROD

Roy Percent: 7.50000000
Deduction: UNKNOWN
Gas: Royalty: Prod/Sales:
S/S OIL: Min: Prod/Sales:
Other Percent: Prod/Sales:

Paid to: PAIDTO (R) Paid by: PAIDBY (R)
PENGROWTH 100.000000000 PENGROWTH 100.00000000

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.
KIND - Aug 29, 2012
AGREEMENT SILENT.
SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00772 B ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type
NET GROSS INCOME
Roy Percent:
Deduction:
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
% of PROD

Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
PENGROWTH 100.000000000
Paid by: PAIDBY (R)
PENGROWTH 100.000000000

GENERAL REMARKS - Aug 29, 2012
SEE DEAL SUMMARY FOR BREAKDOWN

M00776 PNG CR Eff: Dec 07, 1955 160.000 WI
Sub: A WI Exp: Dec 06, 1976 160.000 PENGROWTH 100.000000000
DIV/PEND 104903B Ext: 15 160.000
PENGROWTH Total Rental: 0.00
100.000000000 Count Acreage = No

Status Undeveloped Dev: Acres 0.000 Net 0.000 Undev: 160.000 Net 160.000
Acres 0.000

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.000000000 % of PROD

Area : DEER MOUNTAIN
TWP 069 RGE 09 W5M NW 1
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

Related Contracts
AD00043 A P&S Aug 29, 1997
AD00643 A CONVEY Nov 01, 2006
C00462 B FO Sep 17, 1957 (I)
C04845 E FO Sep 17, 1957 (I)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00776							
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	PAIDTO	(R)			
		MFPA	100.000000000				
		Max:					
		Min Pay:					Prod/Sales:
		Div:					Prod/Sales:
		Min:					Prod/Sales:
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000
M00776							
		CR	160.000				UNIT
		Eff: Dec 07, 1955					Area : DEER MOUNTAIN
		Exp: Dec 06, 1976	160.000	PENGROWTH		100.000000000	TWP 069 RGE 09 W5M NW 1
		Ext: 15	160.000				(DEER MOUNTAIN UNIT NO. 1 -
				Total Rental: 224.00			TRACT NO. 12-1D)
							PNG IN SWAN_HILLS
100.000000000							
PENGROWTH							
PENGROWTH							
----- Related Contracts -----							
		AD00043 A	P&S				Aug 29, 1997
		AD00643 A	CONVEY				Nov 01, 2006
		C00462 B	FO				Sep 17, 1957 (I)
		C00463 A	FO				May 15, 1992 (I)
		C04845 E	FO				Sep 17, 1957 (I)
		C05413 A	ROY				May 15, 1992 (I)
		U00273	UNIT				Feb 01, 1963
		U00273 N	UNIT				Feb 01, 1963

Status		Developed	Dev:	Net	Undev:	Acres	Net
				160.000		0.000	0.000

Royalty / Encumbrances							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000	% of PROD	

Roy Percent:		STANDARD					
Deduction:							
Gas: Royalty:							
S/S OIL: Min:							
Other Percent:							
		Paid to:	PAIDTO	(R)			
		MFPA	100.000000000				
		Max:					
		Min Pay:					Prod/Sales:
		Div:					Prod/Sales:
		Min:					Prod/Sales:
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00776 B _____ Royalty / Encumbrances _____

Royalty Type
GROSS OVERRIDING ROYALTY
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
14.97950000
% of PROD

Roy Percent: 7.50000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
PENGROWTH 100.000000000
Paid by: PAIDBY (R)
PENGROWTH 100.000000000

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.
KIND - Aug 29, 2012
AGREEMENT SILENT.
SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.
ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type
NET GROSS INCOME
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
% of PROD

Roy Percent:
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
Paid by: PAIDBY (R)

Report Date: Aug 22, 2017
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held

(cont'd)

M00776	B	PENGROWTH	100.000000000	PENGROWTH		100.000000000	
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GENERAL REMARKS - Aug 29, 2012
SEE DETAIL SUMMARY FOR BREAKDOWN

M00768	PNG	CR	Eff: Dec 07, 1955	960.000	WI	Area : DEER MOUNTAIN
Sub: A	WI		Exp: Dec 06, 1976	PENGROWTH	100.000000000	TWP 069 RGE 09 W5M E 11, 12
DIV/PEND	104902		Ext: 15			PNG TO BASE BEAVERHILL_LAKE
	PENGROWTH			Total Rental: 0.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage = No				

Status	Dev:	Acres	Net	Undev:	Acres	Net
Undeveloped		0.000	0.000		960.000	960.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD

Roy Percent: STANDARD
Deduction: STANDARD
Gas: Royalty: Min Pay:
S/S OIL: Min: Div:
Other Percent: Min:

Paid to: DEPOSITOF(M)
MFPA 100.000000000

Paid by: WI (M)
PENGROWTH 100.000000000

Prod/Sales:
Prod/Sales:
Prod/Sales:

Related Contracts -----
AD00043 A P&S Aug 29, 1997
AD00643 A CONVEY Nov 01, 2006
C00462 A FO Sep 17, 1957 (I)
C04845 D FO Sep 17, 1957 (I)

M00768	PNG	CR	Eff: Dec 07, 1955	160.000	U00273 U Bypass	TRACT
Sub: B	WIR		Exp: Dec 06, 1976	160.000	PENGROWTH	100.000000000

Area : DEER MOUNTAIN
TWP 069 RGE 09 W5M SE 11

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

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TRACT NO. 10-11D)

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M00768	D	Deduction: STANDARD					C04845 D FO Sep 17, 1957 (I)
		Gas: Royalty:		Min Pay:			C05413 A ROY May 15, 1992 (I)
		S/S OIL: Min:	Max:	Div:			U00273 UNIT Feb 01, 1963
		Other Percent:		Min:			U00273 AE UNIT Feb 01, 1963
		Paid to: DEPOSITOF(M)		Paid by: TRACT (C)			
		MFPA	100.000000000	PENGROWTH		100.000000000	
M00768	PNG	CR	160.000	U00273 K Bypass			Area : DEER MOUNTAIN
Sub: E	WI	Eff: Dec 07, 1955	160.000	PENGROWTH	TRACT		TWP 069 RGE 09 W5M NW 12
DIV/PEND	104902	Exp: Dec 06, 1976	160.000		100.000000000		
	PENGROWTH	Ext: 15	160.000	Total Rental: 224.00			PNG IN SWAN_HILLS
100.000000000	PENGROWTH						
	Status						
	Developed	Dev:	Acres	Net	Acres	Net	
			160.000	160.000	0.000	0.000	(DEER MOUNTAIN UNIT NO. 1 -
				Undev:			TRACT NO.12-12D)
				Royalty / Encumbrances			
				----- Related Contracts -----			
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							AD00043 A P&S Aug 29, 1997
Deduction: STANDARD							AD00643 A CONVEY Nov 01, 2006
Gas: Royalty:							C00462 A FO Sep 17, 1957 (I)
S/S OIL: Min:	Max:	Min Pay:					C00463 A FO May 15, 1992 (I)
Other Percent:		Div:					C04845 D FO Sep 17, 1957 (I)
		Min:					C05413 A ROY May 15, 1992 (I)
							U00273 UNIT Feb 01, 1963
							U00273 K UNIT Feb 01, 1963
	Paid to: DEPOSITOF(M)			Paid by: TRACT (C)			
	MFPA	100.000000000		PENGROWTH		100.000000000	

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M00768	G		Royalty / Encumbrances				
Royalty Type			Product Type	Sliding Scale	Convertible	% of Prod/Sales	Related Contracts
LESSOR OVERRIDING ROYALTY			ALL	Y	N	100.000000000 % of PROD	
Roy Percent:							
Deduction:			STANDARD				
Gas: Royalty:				Min Pay:		Prod/Sales:	
S/S OIL: Min:			Max:	Div:		Prod/Sales:	
Other Percent:				Min:		Prod/Sales:	
Paid to:			DEPOSITOF(M)	Paid by:	TRACT (C)		
MFPA			100.000000000	PENGROWTH		100.000000000	
Area : DEER MOUNTAIN							
M00767	PNG	CR	Eff: Dec 07, 1955	480.000		WI	TWP 069 RGE 09 W5M S&NW 13 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS
Sub: A	WI		Exp: Dec 06, 1976	480.000	PENGROWTH	100.000000000	
DIV/PEND	104901		Ext: 15	480.000			
PENGROWTH			Total Rental:		0.00		
PENGROWTH			Count Acreage =	No			
Status							Related Contracts
Undeveloped			Dev:	Acres	Net	Acres	
				0.000	0.000	480.000	
				Undev:			
				</			

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

Other Percent:			Max:	Div:	Prod/Sales:
				Min:	Prod/Sales:
Paid to:	PAIDTO (R)		Paid by:	WI (M)	
MFPA		100.000000000	PENGROWTH		100.000000000

M00767	PNG	CR	Eff: Dec 07, 1955	480.000	WI	UNIT	Area : DEER MOUNTAIN
Sub: B	WIR		Exp: Dec 06, 1976	480.000	PENGROWTH	100.000000000	TWP 069 RGE 09 W5M S&NW 13
DIV/PEND	104901		Ext: 15	480.000			(DEER MOUNTAIN UNIT NO. 1 -
	PENGROWTH						TRACT NO. 2-13D, 4-13D, 12-13D)
100.000000000	PENGROWTH		Total Rental: 672.00				PNG IN SWAN_HILLS

Status	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
Developed		480.000	480.000		0.000	0.000	AD00043 A P&S Aug 29, 1997
							AD00643 A CONVEY Nov 01, 2006
							C00462 A FO Sep 17, 1957 (I)
							C00463 A FO May 15, 1992 (I)
							C04845 D FO Sep 17, 1957 (I)
							C05413 A ROY May 15, 1992 (I)
							U00273 UNIT Feb 01, 1963
							U00273 AF UNIT Feb 01, 1963
							U00273 L UNIT Feb 01, 1963
							U00273 W UNIT Feb 01, 1963

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Min Pay:				Prod/Sales:
Max:				Prod/Sales:
Div:				Prod/Sales:
Min:				

Paid to:	PAIDTO (R)	Paid by:	WI (M)
MFPA	100.00000000	PENGROWTH	100.00000000
Royalty Type	Product Type	Sliding Scale	Convertible
GROSS OVERRIDING ROYALTY	ALL	N	N
Roy Percent:	7.50000000		14.97950000 % of PROD

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00767	B	Deduction: UNKNOWN		Min Pay:		Prod/Sales:	
		Gas: Royalty:		Div:		Prod/Sales:	
		S/S OIL: Min:	Max:	Min:		Prod/Sales:	
		Other Percent:					
		Paid to: PAIDTO (R)		Paid by: PAIDBY (R)			
		PENGROWTH	100.000000000	PENGROWTH		100.000000000	
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of PROD		
NET GROSS INCOME	ALL	N	N				
Roy Percent:							
Deduction: UNKNOWN							
Gas: Royalty:		Min Pay:		Prod/Sales:			
S/S OIL: Min:	Max:	Div:		Prod/Sales:			
Other Percent:		Min:		Prod/Sales:			
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)					
PENGROWTH	100.000000000	PENGROWTH		100.000000000			
GENERAL REMARKS - Aug 29, 2012							
SEE DEAIL SUMMARY FOR BREAKDOWN							

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PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M00774	B		Royalty / Encumbrances			
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
		NET GROSS INCOME	ALL	N	N	% of PROD
		Roy Percent:				
		Deduction:	UNKNOWN			
		Gas: Royalty:		Min Pay:		Prod/Sales:
		S/S OIL: Min:		Div:		Prod/Sales:
		Other Percent:		Min:		Prod/Sales:
		Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)	
		PENGROWTH	100.000000000	PENGROWTH	100.000000000	

GENERAL REMARKS - Aug 29, 2012
SEE DEAL SUMMARY FOR BREAKDOWN

M00773	PNG	CR	Eff: Jul 25, 1958	160.000		WI	Area : DEER MOUNTAIN
Sub: A	WI		Exp: Jul 24, 1979	160.000	PENGROWTH	100.000000000	TWP 069 RGE 09 W5M NE 14
DIV/PEND	112919		Ext: 15	160.000			PNG TO BASE BEAVERHILL_LAKE
		PENGROWTH	Total Rental:		0.00		EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage =	No				
		Status	Undeveloped	Dev:			
		Acres	0.000	Net	0.000	Acres	Net
		Undev:		Undev:	160.000	160.000	160.000
		Royalty / Encumbrances					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD

		Related Contracts	
AD00043 A	P&S	Aug 29, 1997	
AD00643 A	CONVEY	Nov 01, 2006	
C00462 A	FO	Sep 17, 1957 (I)	
C04845 D	FO	Sep 17, 1957 (I)	

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M00773							
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	PAIDTO (R)				
		MFPA	100.000000000				
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000
M00773							
		CR	160.000				
		Eff: Jul 25, 1958					
		Exp: Jul 24, 1979					
		Ext: 15					
		WIR	160.000	PENGROWTH			
		112919	160.000				
		PENGROWTH					
		PENGROWTH					
		100.000000000					
		Total Rental:	224.00				
		Area : DEER MOUNTAIN					
		TWP 069 RGE 09 W5M NE 14					
		(DEER MOUNTAIN UNIT NO. 1 -					
		TRACT NO. 10-14D)					
		PNG IN SWAN_HILLS					
----- Related Contracts -----							
		AD00043 A	P&S				Aug 29, 1997
		AD00643 A	CONVEY				Nov 01, 2006
		C00462 A	FO				Sep 17, 1957 (I)
		C00463 A	FO				May 15, 1992 (I)
		C04845 D	FO				Sep 17, 1957 (I)
		C05413 A	ROY				May 15, 1992 (I)
		U00273	UNIT				Feb 01, 1963
		U00273 D	UNIT				Feb 01, 1963

		Net					
		0.000					

		Acres					
		0.000					

		Undev:					
		0.000					

		Net					
		160.000					

		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
		ALL	Y	N	100.000000000	% of PROD	

		Min Pay:					
		Div:					
		Min:					
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000

		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid to:	PAIDTO (R)				
		MFPA	100.000000000				
		Max:					
		Min Pay:					
		Div:					
		Min:					
		Paid by:	WI			(M)	
			PENGROWTH				100.000000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00773 B _____ Royalty / Encumbrances _____

Royalty Type
GROSS OVERRIDING ROYALTY
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
14.97950000
% of PROD

Roy Percent: 7.50000000
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
PENGROWTH 100.000000000
Paid by: PAIDBY (R)
PENGROWTH 100.000000000

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.
KIND - Aug 29, 2012
AGREEMENT SILENT.
SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.
ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type
NET GROSS INCOME
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
% of PROD

Roy Percent:
Deduction: UNKNOWN
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Max:
Min Pay:
Div:
Min:

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: PAIDTO (R)
Paid by: PAIDBY (R)

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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Lease Description / Rights Held

100.000000000

SEE DEAL SUMMARY FOR BREAKDOWN

Area : DEER MOUNTAIN
TWP 069 RGE 09 W5M SE 14
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN HILLS

- Related Contracts

AD00043 A	P&S	Aug 29, 1997
AD00643 A	CONVEY	Nov 01, 2006
C00462 A	FO	Sep 17, 1957 (I)
C04845 D	FO	Sep 17, 1957 (I)

Prod/Sales:
Prod/Sales:
Prod/Sales:

UNIT Area : DEER MOUNTAIN
100.00000000 TWP 069 RGE 09 W5M SE 14

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M00775

Sub: B

DIV/PEND

17

PENGROWTH

Ext: 15

160.000

Total Rental: 0.00

(DEER MOUNTAIN UNIT NO. 1 -
TRACT NO. 2-14D)
PNG IN SWAN_HILLS

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		160.000	160.000		0.000	0.000
Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	WI	(M)		
MFPA	100.00000000	PENGROWTH			100.00000000	
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
GROSS OVERRIDING ROYALTY	ALL	N	N	14.97950000	% of	PROD
Roy Percent:						
Deduction:	UNKNOWN					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	PAIDBY	(R)		

----- Related Contracts -----
AD00043 A P&S Aug 29, 1997
AD00643 A CONVEY Nov 01, 2006
C00462 A FO Sep 17, 1957 (I)
C00463 A FO May 15, 1992 (I)
C04845 D FO Sep 17, 1957 (I)
C05413 A ROY May 15, 1992 (I)
U00273 UNIT Feb 01, 1963
U00273 X UNIT Feb 01, 1963

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M00775 B PENGROWTH 100.000000000 PENGROWTH 100.000000000

CAP ON DEDUCTIONS - Aug 29, 2012

AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.

KIND - Aug 29, 2012

AGREEMENT SILENT.

SURRENDER - Aug 29, 2012

AGREEMENT SILENT, SO NOT REQUIRED.

ROFR - Aug 29, 2012

AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
NET GROSS INCOME	ALL	N	N	% of PROD
Roy Percent:				
Deduction:	UNKNOWN			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)		
PENGROWTH 100.000000000		PENGROWTH 100.000000000		

GENERAL REMARKS - Aug 29, 2012

SEE DEAIL SUMMARY FOR BREAKDOWN

M14791	PNG	CR	Eff: Oct 30, 1962	320.000		WI	UNIT	Area : DEER MOUNTAIN
Sub: A	WIR		Exp: Oct 29, 1972	320.000	PENGROWTH	100.000000000	100.000000000	TWP 069 RGE 09 W5M W 14
DIVPEND	337		Ext: 15	320.000				(DEER MOUNTAIN UNIT NO. 1 -
	PENGROWTH				Total Rental: 448.00			TRACT NO. 12-14D)
100.000000000	PENGROWTH							PNG IN SWAN_HILLS

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Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M14791							
Sub: A	Status	Dev:	Acres	Net	Undev:	Acres	Net
	Developed		320.000	320.000		0.000	0.000
			Royalty / Encumbrances				
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:		Max:	Min Pay:	Prod/Sales:			
S/S OIL: Min:			Div:	Prod/Sales:			
Other Percent:			Min:	Prod/Sales:			
Paid to: PAIDTO (R)		Paid by: WI		(M)			
MFPA		PENGROWTH		100.00000000			
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
GROSS OVERRIDING ROYALTY		ALL	N	N	14.97950000 % of PROD		
Roy Percent:		7.50000000					
Deduction:		UNKNOWN					
Gas: Royalty:		Max:	Min Pay:	Prod/Sales:			
S/S OIL: Min:			Div:	Prod/Sales:			
Other Percent:			Min:	Prod/Sales:			
Paid to: PAIDTO (R)		Paid by: PAIDBY (R)					
PENGROWTH		PENGROWTH		100.00000000			
		100.000000000					

CAP ON DEDUCTIONS - Aug 29, 2012
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.

KIND - Aug 29, 2012
AGREEMENT SILENT.

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M14791 A SURRENDER - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.
ROFR - Aug 29, 2012
AGREEMENT SILENT, SO NOT REQUIRED.

Royalty Type
NET GROSS INCOME
ALL
Product Type
ALL
Sliding Scale
N
Convertible
N
% of Prod/Sales
% of PROD
Roy Percent:
Deduction:
Gas: Royalty:
S/S OIL: Min:
Other Percent:
UNKNOWN
Max:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: PAIDTO (R)
PENGROWTH
100.00000000
Paid by: PAIDBY (R)
PENGROWTH
100.00000000

GENERAL REMARKS - Aug 29, 2012
SEE DEAIL SUMMARY FOR BREAKDOWN

M14791 PNG CR Eff: Oct 30, 1962 320.000 WI
Sub: B WI Exp: Oct 29, 1972 320.000 PENGROWTH 100.00000000
DIV/PEND 337 Ext: 15 320.000
PENGROWTH
PENGROWTH
100.00000000 Count Acreage = No
Total Rental: 0.00
Status Undeveloped Dev: 0.000 Net 0.000 Acres 320.000 Net 320.000
Related Contracts
AD00643 A CONVEY Nov 01, 2006
Area : DEER MOUNTAIN
TWP 069 RGE 09 W5M W 14
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M14792	A	MFPA	100.00000000	PENGROWTH		100.00000000	
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
GROSS OVERRIDING ROYALTY		ALL	N	N	14.97950000 % of PROD		
Roy Percent:		7.50000000					
Deduction:		UNKNOWN					
Gas: Royalty:			Min Pay:		Prod/Sales:		
S/S OIL: Min:			Div:		Prod/Sales:		
Other Percent:			Min:		Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		PAIDBY (R)		
PENGROWTH			PENGROWTH		100.00000000		
CAP ON DEDUCTIONS - Aug 29, 2012							
AGREEMENT SILENT, MAKE NORMAL DEDUCTIONS.							
KIND - Aug 29, 2012							
AGREEMENT SILENT.							
SURRENDER - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
ROFR - Aug 29, 2012							
AGREEMENT SILENT, SO NOT REQUIRED.							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
NET GROSS INCOME		ALL	N	N	% of PROD		
Roy Percent:		UNKNOWN					
Deduction:			Min Pay:		Prod/Sales:		
Gas: Royalty:			Div:		Prod/Sales:		
S/S OIL: Min:			Min:		Prod/Sales:		
Other Percent:							
Paid to:		PAIDTO (R)	Paid by:		PAIDBY (R)		
PENGROWTH			PENGROWTH		100.00000000		

Millennial Property Report

Lease Description / Rights Held

A

GENERAL REMARKS - Aug 29, 2012

SEE DEAIL SUMMARY FOR BREAKDOWN

Area : DEER MOUNTAIN
TWP 069 RGE 09 W5M NE 15
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN HILLS

----- Related Contracts -----

AD00643 A CONVEY Nov 01, 2006

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Min Pay: Prod/Sales:

Div: Prod/Sales:

Min: Prod/Sales:

Paid by: WI (M)

100.000000000

TWP 069 RGE 09 W5M NW 15
PNG TO BASE BEAVERHILL LAKE

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M14792							
Sub: C	RIDGEBACK RES						
100.00000000	PENGROWTH						
			Total Rental:	224.00			
Status	Undeveloped	Dev:	Acres	Net	Undev:	Acres	Net
			0.000	0.000		160.000	0.000
			----- Related Contracts -----				
			AD00643 A	CONVEY			Nov 01, 2006
			AD01958 A	P&S			Jul 23, 2013
			C11726 A	TRUST			Jul 23, 2013

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of PROD
Deduction:	STANDARD		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:	Max:	Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to: MPFA	PAIDTO (R)	Paid by: WI	(C)
	100.00000000	PENGROWTH	
		RIDGEBACK RES	100.00000000

M01397	PNG	CR	Eff: May 13, 1965	160.000	WI	UNIT	Area : HOUSE MOUNTAIN
Sub: A	WI		Exp: May 12, 1975	160.000	100.00000000	19.29735300	TWP 069 RGE 10 W5M SE 25
DIVPEND	5831A		Ext: 15	160.000	CARDINAL LTD	56.62213600	(HOUSE MOUNTAIN UNIT NO. 1 -
	PENGROWTH				ARC	9.23229400	TRACT NO. 32)
100.00000000	PENGROWTH				MALPEQUE	0.33849800	PNG IN SWAN_HILLS
					ENERCAPITA ENER	14.50971900	
			Total Rental:	224.00			
			----- Related Contracts -----				
			AD00053 A	ASSET			Nov 30, 2000
			AD00811 A	P&S			Nov 03, 2009

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

Jul 01, 1992(I)
Feb 01, 1966
Feb 01, 1966

Royalty / Encumbrances

Area : HOUSE MOUNTAIN
TWP 069 RGE 10 W5M SE 25
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

- Related Contracts -----

ASSET
JOA
TRUST

Royalty / Encumbrances

Report Date: Aug 22, 2017
Page Number: 517
** REPORTED IN ACRES**

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:

Deduction: STANDARD

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: PAIDTO (R)

MFPA

100.000000000

Paid by: PAIDBY (R)

APACHE

50.000000000

CNR PETRO RES

50.000000000

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON UNITIZED ZONES FOR CNR.

M01398	PNG	CR	Eff: Aug 12, 1955	160.000	C00060	B	No	WI	UNIT	Area : HOUSE MOUNTAIN
Sub: A	WI		Exp: Aug 11, 1976	160.000	PENGROWTH			12.50790600	19.29735300	TWP 069 RGE 10 W5M NW 25
DIV/PEND	103553		Ext: 15	20.013	APACHE			63.41157500		(HOUSE MOUNTAIN UNIT NO. 1 -
	APACHE				ARC			9.23229900	9.23229400	TRACT NO. S-31)
	APACHE				MALPEQUE			0.33850000	0.33849800	PNG IN SWAN_HILLS
100.00000000					ENERCAPITA ENER			14.50972000	14.50971900	
					CARDINAL LTD			56.62213600		
					Total Rental:		224.00			
										----- Related Contracts -----
										AD00053 A ASSET Nov 30, 2000
										C00060 B JOA Nov 14, 1994
										C06031 A TRUST Oct 01, 2011
										U00034 UNIT Feb 01, 1966
										U00034 CE UNIT Feb 01, 1966

Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible % of Prod/Sales

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01398 LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent: STANDARD

Deduction: STANDARD

Gas: Royalty: A

S/S OIL: Min: Max:

Other Percent:

Paid to: PAIDTO (R) 100.000000000

MFPA

Paid by: WI (C)

PENGROWTH 12.50790600

APACHE 63.41157500

ARC 9.23229900

MALPEQUE 0.33850000

ENERCAPITA ENER 14.50972000

Min Pay: Prod/Sales:

Div: Prod/Sales:

Min: Prod/Sales:

M01398 PNG CR Eff: Aug 12, 1955 RENT

Sub: B REF Exp: Aug 11, 1976

DIVPEND 103553 Ext: 15 CNR PETRO RES * 12.50790200

PENGROWTH UNKNOWN PARTY 87.49209800

100.00000000 APACHE Count Acreage = No

Total Rental: 0.00

Status Undeveloped Acres 0.000 Net 0.000 Undev: 0.000 Acres 0.000 Net 0.000

Dev: 0.000

Area : HOUSE MOUNTAIN

TWP 069 RGE 10 W5M NW 25

PNG TO BASE BEAVERHILL_LAKE

EXCL PNG IN SWAN_HILLS

----- Related Contracts -----

AD00053 A ASSET Nov 30, 2000

C06000 C TRUST Nov 30, 2000

Royalty / Encumbrances

Royalty Type LESSOR OVERRIDING ROYALTY ALL

Product Type ALL

Sliding Scale Y

Convertible N

% of Prod/Sales 100.000000000 % of PROD

Roy Percent: STANDARD

Deduction: STANDARD

Gas: Royalty: A

S/S OIL: Min: Max:

Min Pay: Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

Other Percent:			Max:	Div:	Prod/Sales:
				Min:	Prod/Sales:
Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)	
MFPA		100.000000000	PENGROWTH		
			CNR PETRO RES		12.50790200
			UNKNOWN PARTY		87.49209800

M01399	PNG	CR	Eff: May 13, 1965	320.000	WI	UNIT	Area : HOUSE MOUNTAIN
Sub: A	WI		Exp: May 12, 1975	320.000	PENGROWTH	19.29735300	TWP 069 RGE 10 W5M N 29
DIVPEND	5832A		Ext: 15	320.000	CARDINAL LTD	56.62213600	(HOUSE MOUNTAIN UNIT NO. 1 -
	PENGROWTH				ARC	9.23229400	TRACT NO. S-23, S-24)
	PENGROWTH				MALPEQUE	0.33849800	PNG IN SWAN_HILLS
100.000000000					ENERCAPITA ENER	14.50971900	

Status			Dev:	Acres	Net	Undev:	Acres	Net
Developed				320.000	320.000		0.000	0.000
Total Rental: 448.00								
----- Related Contracts -----								
					AD00053 A	ASSET		Nov 30, 2000
					AD00811 A	P&S		Nov 03, 2009
					C00059 B	JOA		Jul 01, 1992 (I)
					U00034	UNIT		Feb 01, 1966
					U00034 CC	UNIT		Feb 01, 1966
					U00034 CD	UNIT		Feb 01, 1966

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD
Roy Percent:				
Deduction: STANDARD				
Gas: Royalty:	Min Pay:			
S/S OIL: Min:	Max:	Div:	Min:	Prod/Sales:
Other Percent:				Prod/Sales:
Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)	

ADXXXXXXX

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code		
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held	
M01400	PNG	CR	Eff: Nov 28, 1963	320.000	C06000	A	No	WI
Sub: A	REF		Exp: Nov 27, 1984	320.000	PENGROWTH			Area : HOUSE MOUNTAIN
DIV/PEND	127797		Ext: 15	0.000	CNR PETRO RES	*	100.000000000	TWP 069 RGE 10 W5M N 31
	CNR PETRO RES							PNG TO BASE BEAVERHILL_LAKE
100.000000000	PENGROWTH		Count Acreage =	No	Total Rental:	0.00		EXCL PNG IN SWAN_HILLS
	Status		Acres	Net	Acres	Net		----- Related Contracts -----
	Undeveloped	Dev:	0.000	0.000	Undev:	320.000	0.000	AD00053 A ASSET Nov 30, 2000
								C00059 A JOA Jul 01, 1992 (I
								C06000 A TRUST Nov 30, 2000
Royalty / Encumbrances								
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD				
Roy Percent:								
Deduction:	STANDARD							
Gas: Royalty:		Min Pay:					Prod/Sales:	
S/S OIL: Min:		Max:					Prod/Sales:	
Other Percent:							Prod/Sales:	
Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)					
MFPA	100.000000000	APACHE					50.000000000	
		CNR PETRO RES					50.000000000	
GENERAL REMARKS - Feb 01, 2001								
PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON UNITIZED ZONES FOR CNR								

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name	Gross				
Mineral Int	Operator / Payor	Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)						
M01400						
Sub: B	PENGROWTH		MALPEQUE ENERCAPITA ENER			0.33849800 14.50971900 PNG IN SWAN_HILLS
100.00000000		Total Rental:	448.00			
Status	Dev:	Acres	Net	Acres	Net	Related Contracts ----- AD00053 A ASSET Nov 30, 2000 AD00811 A P&S Nov 03, 2009 C00059 B JOA Jul 01, 1992(U00034 UNIT Feb 01, 1966 U00034 BU UNIT Feb 01, 1966 U00034 BV UNIT Feb 01, 1966
Developed		320.000	320.000	Undev:	0.000	
	Royalty / Encumbrances					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:			Prod/Sales:	
S/S OIL: Min:		Max:			Prod/Sales:	
Other Percent:		Min:			Prod/Sales:	
Paid to: MFPA	PAIDTO (R)	Paid by: PENGROWTH	PAIDBY (R)			
	100.000000000			100.000000000		
M01389	PNG	CR	Eff: Nov 17, 1964	A Yes	WI	Area : HOUSE MOUNTAIN
Sub: A	WI		Exp: Nov 16, 1974	PENGROWTH	33.33250000	TWP 069 RGE 10 W5M S&NE 32, N 33
DIVPEND	4579		Ext: 15	APACHE	66.66750000	(HOUSE MOUNTAIN UNIT NO. 1 -
	APACHE	CARDINAL LTD				TRACT NO. N-26, O-26, O-27,
	ARC					P-24, P-25, P-26, P-27, P-28,
100.000000000	APACHE	MALPEQUE				Q-24, Q-25, Q-26, R-23, R-24)
	ENERCAPITA ENER					TWP 070 RGE 10 W5M S&NW 3,

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M01389

Sub: A

Status	Developed	Dev:	2,080.000	Acres	Net	693.316	Undev:	0.000	Acres	Net	0.000
Total Rental:	2912.00										

S&NE 4, SE 5, SE 9
(HOUSE MOUNTAIN UNIT NO. 1 -
TRACT NO. N-26, O-26, O-27,
P-24, P-25, P-26, P-27, P-28,
Q-24, Q-25, Q-26, R-23, R-24)
PNG IN SWAN_HILLS

Royalty / Encumbrances						Related Contracts					
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		AD00053 A	ASSET				Nov 30, 2000
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	AD00811 A	P&S				Nov 03, 2009
Roy Percent:						C00168 A	FO				Feb 11, 1963
Deduction:	STANDARD					U00034	UNIT				Feb 01, 1966
Gas: Royalty:		Min Pay:			Prod/Sales:	U00034 BD	UNIT				Feb 01, 1966
S/S OIL: Min:		Div:			Prod/Sales:	U00034 BI	UNIT				Feb 01, 1966
Other Percent:		Min:			Prod/Sales:	U00034 BJ	UNIT				Feb 01, 1966
						U00034 BP	UNIT				Feb 01, 1966
						U00034 BQ	UNIT				Feb 01, 1966
Paid to:	PAIDTO (R)	Paid by:	WI	(C)		U00034 BR	UNIT				Feb 01, 1966
MFPA		PENGROWTH			33.33250000	U00034 BS	UNIT				Feb 01, 1966
	100.000000000	APACHE			66.66750000	U00034 BT	UNIT				Feb 01, 1966
						U00034 BX	UNIT				Feb 01, 1966
						U00034 BY	UNIT				Feb 01, 1966
						U00034 BZ	UNIT				Feb 01, 1966
						U00034 CA	UNIT				Feb 01, 1966
						U00034 CB	UNIT				Feb 01, 1966

M01389	PNG	CR	Eff: Nov 17, 1964	2,080.000	C06000	B	No	WI	Area : HOUSE MOUNTAIN
Sub: B	REF		Exp: Nov 16, 1974	2,080.000	PENGROWTH				TWP 069 RGE 10 W5M S&NE 32, N 33
DIVPEND	4579		Ext: 15	0.000	CNR PETRO RES	*	100.000000000		TWP 070 RGE 10 W5M S&NW 3,
	APACHE								S&NE 4, SE 5, SE 9

PENGROWTH ENERGY CORPORATION
Mineral Property Report

** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*

Lease Description / Rights Held

(cont'd)

M01389

Sub: B

100.00000000 APACHE

Count Acreage =

No

Total Rental: 0.00

PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

Status	Undeveloped	Dev:	Acres	0.000	Net	0.000	Undev:	Acres	2,080.000	Net	0.000
--------	-------------	------	-------	-------	-----	-------	--------	-------	-----------	-----	-------

----- Related Contracts -----

AD00053 A	ASSET	Nov 30, 2000
C00168 B	FO	Feb 11, 1963 (I)
C06000 B	TRUST	Nov 30, 2000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:

Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)
MFPA	100.000000000	APACHE	75.000000000
		CNR PETRO RES	25.000000000

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR CNR

M01401	PNG	CR	Eff:	Nov 28, 1963	160.000	C06000	A	No	WI
Sub: A	REF		Exp:	Nov 27, 1984	160.000	PENGROWTH			
DIV/PEND	127798		Ext:	15	0.000	CNR PETRO RES	*	100.000000000	
	CNR PETRO RES								
100.00000000	PENGROWTH		Count Acreage =	No	Total Rental:	0.00			

Area : HOUSE MOUNTAIN
TWP 069 RGE 10 W5M NW 32
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

----- Related Contracts -----

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Lease Description / Rights Held

(cont'd)

Nov 30, 2000
Jul 01, 1992(I)
Nov 30, 2000

Royalty / Encumbrances

GENERAL REMARKS - Feb 01, 2001
PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON UNITIZED ZONES FOR
CNR

-----	Related Contracts	-----
AD00053 A	ASSET	Nov 30, 2000
AD00811 A	P&S	Nov 03, 2009

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M01401									
Sub: B	Status	Dev:	Acres	Net	Undev:	Acres	Net		Jul 01, 1992 (I)
	Developed		160.000	160.000		0.000	0.000	C00059 B	JOA
								U00034	UNIT
								U00034 BW	UNIT
									Feb 01, 1966
									Feb 01, 1966
Royalty / Encumbrances									
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales				
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.000000000 % of PROD				
Roy Percent:									
Deduction:		STANDARD							
Gas: Royalty:									
S/S OIL: Min:		Max:	Min Pay:						
Other Percent:			Div:						
			Min:						
Paid to:		PAIDTO (R)	Paid by:		WI	(M)			
MFPA		100.000000000	PENGROWTH		100.000000000				
M01396	PNG	CR	1,440.000	C00168	C Yes	WI	Area : HOUSE MOUNTAIN	UNIT	
Sub: A	WI	Eff: Aug 11, 1955	1,440.000	PENGROWTH		25.000000000	7.05544000	TWP 069 RGE 11 W5M NE 33, N 34	
DIV/PEND	103670C	Exp: Aug 10, 1976	360.000	APACHE		75.000000000		(HOUSE MOUNTAIN UNIT NO. 2 -	
	APACHE	Ext: 15		CARDINAL LTD			61.65911000	TRACT NO. N-14, O-14, O-15,	
	APACHE			CHAIRRES			2.68255000	P-14, P-15, P-16, Q-14, Q-15,	
				CRESCENT PTSHIP			25.32972000	Q-16)	
				TAQA			3.27318000	TWP 070 RGE 11 W5M S&NW 3, E	
							4, SE 9		
				Total Rental:	2016.00			(HOUSE MOUNTAIN UNIT NO. 2 -	
								TRACT NO. N-14, O-14, O-15,	
								P-14, P-15, P-16, Q-14, Q-15,	
								Q-16)	
								PNG IN SWAN_HILLS	

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 527
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M01396	A	Royalty / Encumbrances					
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		Related Contracts
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		AD00053 A ASSET Nov 30, 2000
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:							
S/S OIL: Min:		Max:	Min Pay:	Div:		Prod/Sales:	C00168 C FO Feb 11, 1963
Other Percent:				Min:		Prod/Sales:	U00035 UNIT Nov 01, 1967
Paid to:		PAIDTO (R)		Paid by:		WI	U00035 A UNIT Nov 01, 1967
MFPA		100.000000000		PENGROWTH		(C)	U00035 B UNIT Nov 01, 1967
				APACHE		25.000000000	U00035 C UNIT Nov 01, 1967
						75.000000000	U00035 D UNIT Nov 01, 1967
							U00035 E UNIT Nov 01, 1967
							U00035 F UNIT Nov 01, 1967
							U00035 G UNIT Nov 01, 1967
							U00035 H UNIT Nov 01, 1967
							U00035 I UNIT Nov 01, 1967
M01396	PNG	CR	Eff: Aug 11, 1955	1,440.000	C06000	B No	Area : HOUSE MOUNTAIN
Sub: B	REF		Exp: Aug 10, 1976	1,440.000	PENGROWTH		TWP 069 RGE 11 W5M NE 33, N 34
DIVPEND	103670C		Ext: 15	0.000	CNR PETRO RES	*	TWP 070 RGE 11 W5M S&NW 3, E
	APACHE						4, SE 9
100.000000000	APACHE		Count Acreage =	No	Total Rental:	0.00	PNG TO BASE BEAVERHILL_LAKE
							EXCL PNG IN SWAN_HILLS
Status		Undeveloped	Dev:	Acres	Net	Acres	Related Contracts
				0.000	0.000	1,440.000	AD00053 A ASSET Nov 30, 2000
					Undev:	0.000	C00168 D FO Feb 11, 1963
							C06000 B TRUST Nov 30, 2000
Royalty / Encumbrances							

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**

[illegible]

M01396 B

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR CNR

Related Contracts		
AD00936 A	P&S	May 31, 2012
AD01282 A	CONVEY	Nov 03, 2009
AD01286 A	CONVEY	Nov 03, 2009
C00168 E	FO	Feb 11, 1963
U00034	UNIT	Feb 01, 1966
U00034 BK	UNIT	Feb 01, 1966

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M01387	A	Gas: Royalty: S/S OIL: Min: Other Percent:	Max:	Min Pay: Div: Min:	Prod/Sales: Prod/Sales: Prod/Sales:		
		Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: PAIDBY (R) PENGROWTH APACHE	33.33250000 66.66750000		
M01387	PNG	CR	Eff: Nov 17, 1964	160.000	C06000	B	No
Sub: B	REF		Exp: Nov 16, 1974	160.000	PENGROWTH		WI
DIV/PEND	4578		Ext: 15	0.000	CNR PETRO RES	*	100.000000000
100.000000000	APACHE		Count Acreage = No	Total Rental: 0.00			
							Area : DEER MOUNTAIN TWP 070 RGE 09 W5M NW 6 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS
							----- Related Contracts -----
							AD00053 A ASSET Nov 30, 2000
							C00168 B FO Feb 11, 1963 (I)
							C06000 D TRUST Nov 30, 2000
							C06000 B TRUST Nov 30, 2000
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:							
S/S OIL: Min:	Max:	Min Pay:	Div:	Min:	Prod/Sales:	Prod/Sales:	Prod/Sales:
Other Percent:							
Paid to: PAIDTO (R) MFPA	100.000000000	Paid by: PAIDBY (R) APACHE CNR PETRO RES			75.000000000 25.000000000		

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

File Number					
Lse Type		Lessor Type			
Int Type / Lse No/Name		Exposure		Oper.Cont.	
Operator / Payor		Gross		ROFR	
Mineral Int		Net		DOI Code	
		Doi Partner(s)		*	
				Lease Description / Rights Held	
(cont'd)					
M01387	B	GENERAL REMARKS - Feb 01, 2001 PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR CNR			
M01393	PNG	CR	Eff:	Nov 28, 1963	960.000
Sub: A	WI		Exp:	Nov 27, 1984	960.000
DIVPEND	127799		Ext:	15	960.000
PENGROWTH		ARC			
PENGROWTH		MALPEQUE			
100.00000000		ENERCAPITA ENER			
		Total Rental:	1344.00		
Status	Developed	Acres	Net	Undev:	Acres
		Dev:	960.000	0.000	0.000
		Related Contracts -----			
		AD00053 A	ASSET	Nov 30, 2000	
		AD00811 A	P&S	Nov 03, 2009	
		C00059 B	JOA	Jul 01, 1992(
		U00034	UNIT	Feb 01, 1966	
		U00034 AX	UNIT	Feb 01, 1966	
		U00034 BC	UNIT	Feb 01, 1966	
		U00034 BH	UNIT	Feb 01, 1966	
		U00034 BM	UNIT	Feb 01, 1966	
		U00034 BN	UNIT	Feb 01, 1966	
		U00034 BO	UNIT	Feb 01, 1966	
Royalty Type	LESSOR OVERRIDING ROYALTY	Product Type	Sliding Scale	Convertible	% of Prod/Sales
		ALL	Y	N	100.00000000
Roy Percent:		Prod/Sales:			
Deduction:		Prod/Sales:			
Gas: Royalty:		Prod/Sales:			
S/S OIL: Min:		Prod/Sales:			
Other Percent:		Prod/Sales:			
Paid to:	PAIDTO	(R)	Paid by:	PAIDBY	(R)
MFPA	100.00000000		PENGROWTH	100.00000000	

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

Lease Description / Rights Held

(cont'd)

M01388

Sub: A

100.00000000 PENGROWTH

MALPEQUE

ENERCAPITA ENER

Total Rental: 224.00

Status

Developed

W / Encumbrances

Royalty Tyne

LESSOR OVERRIDING ROYALTY

Box Percent:

STANDARD

STANDARD

 (R)

10

Nov 28, 1963

Nov 27, 1984

15

Acreage =

11

CS EXPLORER Version: 11.0.4

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01388							
Sub: B	Undeveloped	Dev:	0.000	0.000	Undev:	160.000	0.000
						C00059 A	JOA
						C06000 A	TRUST
							Jul 01, 1992 (I) Nov 30, 2000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: MFPA	PAIDTO (R)	Paid by: APACHE	PAIDBY (R)	
	100.000000000	CNR PETRO RES	50.00000000	

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON UNITIZED ZONES FOR CNR

M01395	PNG	CR	160.000	WI	UNIT	Area : HOUSE MOUNTAIN
Sub: A	WI	Eff: May 05, 1964	160.000	100.00000000	19.29735300	TWP 070 RGE 11 W5M SE 1
DIV/PEND	2986	Exp: May 04, 1974	160.000		56.62213600	(HOUSE MOUNTAIN UNIT NO. 1 -
	PENGROWTH	Ext: 15			9.23229400	TRACT NO. P-20)
100.00000000	PENGROWTH				0.33849800	PNG IN SWAN_HILLS
					14.50971900	
						----- Related Contracts -----
						AD00053 A ASSET Nov 30, 2000
						AD00811 A P&S Nov 03, 2009
						Total Rental: 224.00

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held[illegible]

Royalty / Encumbrances

- Related Contracts

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:

Deduction: STANDARD

Gas: Royalty: B

S/S OIL: Min: Max:

Other Percent:

Min Pay: Prod/Sales:

Div: Prod/Sales:

Min: Prod/Sales:

Paid to: PAIDTO (R)

MFPA 100.000000000

Paid by: PAIDBY (R)

APACHE 50.000000000

CNR PETRO RES 50.000000000

GENERAL REMARKS - Feb 01, 2001
PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON UNITIZED ZONES FOR CNR

M01402 PNG CR Eff: Nov 28, 1963 160.000 C06000 A No WI

Sub: A REF Exp: Nov 27, 1984 160.000 PENGROWTH

DIV/PEND 127801 Ext: 15 0.000 CNR PETRO RES * 100.000000000

CNR PETRO RES

100.000000000 Count Acreage = No Total Rental: 0.00

Status Undeveloped Dev: Acres Net Undev: Acres Net

0.000 0.000 0.000 160.000 0.000

Area : HOUSE MOUNTAIN

TWP 070 RGE 11 W5M NE 1

PNG TO BASE BEAVERHILL_LAKE

EXCL PNG IN SWAN_HILLS

----- Related Contracts -----

AD00053 A ASSET Nov 30, 2000

C00059 A JOA Jul 01, 1992 (I)

C06000 A TRUST Nov 30, 2000

Royalty / Encumbrances

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

LESSOR OVERRIDING ROYALTY ALL Y N 100.000000000 % of PROD

Roy Percent:

Deduction: STANDARD

Gas: Royalty:

S/S OIL: Min: Min Pay: Prod/Sales:

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Millennial Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

Other Percent:		Max:	Div:	Prod/Sales:
			Min:	Prod/Sales:
Paid to:	PAIDTO (R)		Paid by:	PAIDBY (R)
MFPA		100.000000000	APACHE	50.000000000
			CNR PETRO RES	50.000000000

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 50.0% IN NON INITIALIZED ZONES FOR CNR

[illegible]

Royalty Type		Royalty / Encumbrances	
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR OVERRIDING ROYALTY	ALL	Y	N
Roy Percent:			% of Prod/Sales
Deduction:	STANDARD		100.00000000
Gas: Royalty:			% of PROD
S/S OIL: Min:			
	Max:	Min Pay:	Prod/Sales:
		Div:	Prod/Sales:

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

(cont'd)

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

(cont'd)

U00034 AZ	UNIT	Feb 01, 1966
U00034 BA	UNIT	Feb 01, 1966
U00034 BE	UNIT	Feb 01, 1966
U00034 BF	UNIT	Feb 01, 1966

Area : HOUSE MOUNTAIN
TWP 070 RGE 11 W5M NW 1, NE 2,
NE 9, NE 10, 11, W 12, SW 13, S
14, S 15

-----Related Contracts-----		
AD00053 A	ASSET	Nov 30, 2000
C00168 B	FO	Feb 11, 1963
C06000 B	TRUST	Nov 30, 2000

GENERAL REMARKS - Feb 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR

ADXXXXXX

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

[illegible]

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M01405

Sub: A

100.00000000 APACHE

ARC
MALPEQUE
ENERCAPITA ENER

9.23229400
0.33849800
14.50971900

PNG IN SWAN_HILLS

----- Related Contracts -----
AD00053 A ASSET Nov 30, 2000
AD00811 A P&S Nov 03, 2009
C00168 A FO Feb 11, 1963
U00034 UNIT Feb 01, 1966
U00034 AE UNIT Feb 01, 1966
U00034 Z UNIT Feb 01, 1966

Status	Dev:	Acres	Net	Undev:	Acres	Net
Developed		320.000	106.664		0.000	0.000

Total Rental: 448.00

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to:	PAIDTO (R)	Paid by:	WI (C)
MFPA	100.000000000	PENGROWTH	33.33250000
		APACHE	66.66750000

M01405	PNG	CR	Eff:	Feb 02, 1965	320.000	C06000	B	No	WI
Sub: B	REF		Exp:	Feb 01, 1975	320.000	PENGROWTH			
DIV/PEND	4624		Ext:	15	0.000	CNR PETRO RES	*	100.000000000	
	APACHE								
	APACHE								

Count Acreage = No Total Rental: 0.00

Area : HOUSE MOUNTAIN
TWP 070 RGE 11 W5M NW 15, SW 22
PNG TO BASE BEAVERHILL_LAKE
EXCL PNG IN SWAN_HILLS

----- Related Contracts -----

PENGROWTH ENERGY CORPORATION

Mineral Property Report

Mineral Property Report

Lease Description / Rights Held

AD00053 A	ASSET	Nov 30, 2000
C00168 B	FO	Feb 11, 1963
C06000 B	TRUST	Nov 30, 2000

Prod/Sales:	000000	% of PROD
Prod/Sales:	000000	
Prod/Sales:	000000	

GENERAL REMARKS - Oct 01, 2001

CNR

UNIT	Area : HOUSE MOUNTAIN
19.29735300	TWP 070 RGE 11 W5M SE 19
	(HOUSE MOUNTAIN UNIT NO. 1 -
	TRACT NO. J-10)
56.62213600	PNG IN SWAN_HILLS
9.23229400	
0.33849800	
14.50971900	
	----- Related Contracts -----
	AD00053 A ASSET
	NO

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M01406

Sub: A

Total Rental: 224.00

AD00811 A	P&S	Nov 03, 2009
C00168 A	FO	Feb 11, 1963
U00034	UNIT	Feb 01, 1966
U00034 Y	UNIT	Feb 01, 1966

Royalty / Encumbrances				
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

Roy Percent:

Deduction: STANDARD

Gas: Royalty:

S/S OIL: Min:

Other Percent:

מקורות

aid to: DAVIDO (B)

aid to: PAID TO (K)

IFPA 10

CR
Eff: Aug 11, 1955

Exp: Aug 10, 1976

Ext: 15

Count Acreage =

tus

Dev:	developed
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
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79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1

0.4

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
	Roy Percent:				
	Deduction:	STANDARD			
	Gas: Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:
	Paid to:	PAIDTO (R)	Paid by:	PAIDBY (R)	
	MFPA	100.00000000	PENGROWTH		14.37500000
			APACHE		50.00000000
			CNR PETRO RES		25.00000000
			NAL RESOURCES		10.62500000

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE ET AL. HOLDS 25.0% IN NON INITIALIZED ZONES FOR CNR

[illegible]

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held		
(cont'd)									
M01390	A	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
		Roy Percent:							
		Deduction:	STANDARD						
		Gas: Royalty:		Min Pay:			Prod/Sales:		
		S/S OIL: Min:		Div:			Prod/Sales:		
		Other Percent:		Min:			Prod/Sales:		
		Paid to:	PAIDTO (R)	Paid by:	WI	(C)			
		MFPA		PENGROWTH			33.332500000		
			100.000000000	APACHE			66.667500000		
M01390	A	UNIT	U00034						Feb 01, 1966
		UNIT	U00034 C						Feb 01, 1966
		UNIT	U00034 D						Feb 01, 1966
		UNIT	U00034 E						Feb 01, 1966
		UNIT	U00034 F						Feb 01, 1966
		UNIT	U00034 H						Feb 01, 1966
		UNIT	U00034 I						Feb 01, 1966
		UNIT	U00034 J						Feb 01, 1966
		UNIT	U00034 K						Feb 01, 1966
		UNIT	U00034 L						Feb 01, 1966
M01390	A	UNIT	U00034 M						Feb 01, 1966
		UNIT	U00034 N						Feb 01, 1966
		UNIT	U00034 O						Feb 01, 1966
		UNIT	U00034 P						Feb 01, 1966
		UNIT	U00034 Q						Feb 01, 1966
		UNIT	U00034 R						Feb 01, 1966
		UNIT	U00034 S						Feb 01, 1966
		UNIT	U00034 T						Feb 01, 1966
		UNIT	U00034 U						Feb 01, 1966
		UNIT	U00034 W						Feb 01, 1966
M01390	A	UNIT	U00034 X						Feb 01, 1966
		Area : HOUSE MOUNTAIN							
		TWP 070 RGE 11 W5M N 21, N 22,							
		NE 23, NW 24, S&NW 26, S&NW 27,							
		28, S 33, S 34							
		PNG TO BASE BEAVERHILL_LAKE							
		EXCL PNG IN SWAN_HILLS							
		----- Related Contracts -----							
		AD00053 A ASSET Nov 30, 2000							
		C00168 B FO Feb 11, 1963 (I)							
C06000 B TRUST Nov 30, 2000									

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M01390	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD
	Roy Percent:					
	Deduction:		STANDARD			
	Gas: Royalty:			Min Pay:		Prod/Sales:
	S/S OIL: Min:		Max:	Div:		Prod/Sales:
	Other Percent:			Min:		Prod/Sales:
	Paid to:		PAIDTO (R)	Paid by:	PAIDBY (R)	
	MFPA		100.00000000	APACHE		75.00000000
				CNR PETRO RES		25.00000000

GENERAL REMARKS - Oct 01, 2001

PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR CNR

M01392	PNG	CR	Eff:	Aug 11, 1955	160.000	C00168	A	Yes	WI	UNIT	Area : HOUSE MOUNTAIN
Sub: A	WI		Exp:	Aug 10, 1976	160.000	PENGROWTH			33.33250000	19.29735300	TWP 070 RGE 11 W5M NW 23
DIVPEND	103673A		Ext:	15	53.332	APACHE			66.66750000		(HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. I-17)
	APACHE					CARDINAL LTD				56.62213600	TRACT NO. I-17)
100.00000000	PENGROWTH					ARC				9.23229400	PNG IN SWAN_HILLS
										0.33849800	
										14.50971900	
										----- Related Contracts -----	
										AD00053 A	ASSET Nov 30, 2000
										AD00811 A	P&S Nov 03, 2009
										C00168 A	FO Feb 11, 1963
										U00034	UNIT Feb 01, 1966
										U00034 V	UNIT Feb 01, 1966

Total Rental: 224.00

Net Acres 0.000

Undev: 0.000

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M01392	A	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD	
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	WI	(C)	
		MFPA	100.000000000	PENGROWTH		33.33250000	
				APACHE		66.66750000	
M01392	PNG	CR	160.000	C06000	B No	WI	Area : HOUSE MOUNTAIN
Sub: B	REF	Exp: Aug 10, 1976	160.000	PENGROWTH			TWP 070 RGE 11 W5M NW 23
DIV/PEND	103673A	Ext: 15	0.000	CNR PETRO RES	*	100.000000000	PNG TO BASE BEAVERHILL_LAKE
		APACHE					EXCL PNG IN SWAN_HILLS
100.000000000	PENGROWTH	Count Acreage =	No	Total Rental:	0.00		
		Status	Undeveloped	Dev:		Acres	Net
			0.000	0.000	Undev:	160.000	0.000
----- Related Contracts -----							
						AD00053 A	ASSET Nov 30, 2000
						C00168 B	FO Feb 11, 1963 (I)
						C06000 B	TRUST Nov 30, 2000
Royalty / Encumbrances							
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD	
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	

----- Related Contracts -----			
AD00053 A	ASSET		Nov 30, 2000
C00168 B	FO		Feb 11, 1963 (I)
C06000 B	TRUST		Nov 30, 2000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 548
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	* Lease Description / Rights Held

(cont'd)

M01392	B	MFFPA	PAIDTO (R)	100.000000000	PAIDBY (R)	75.000000000
					APACHE	
					CNR PETRO RES	25.000000000

GENERAL REMARKS - Oct 01, 2001
PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR
CNR

M01390	PNG	CR	Eff: Aug 11, 1955	160.000	C06000	B	No	WI
Sub: C	REF		Exp: Aug 10, 1976	160.000	PENGROWTH			
DIV/PEND	103673		Ext: 15	0.000	CNR PETRO RES	*	100.000000000	
	APACHE							
100.000000000	APACHE		Count Acreage = No	Total Rental: 0.00				
								Area : HOUSE MOUNTAIN
								TWP 070 RGE 11 W5M SW 25
								PNG TO BASE BEAVERHILL LAKE
								----- Related Contracts -----
								AD00053 A ASSET Nov 30, 2000
								C00168 B FO Feb 11, 1963 (I)
								C06000 B TRUST Nov 30, 2000

Royalty / Encumbrances				Royalty / Encumbrances			
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	Royalty Type	Product Type	Sliding Scale
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:							
S/S OIL: Min:	Max:	Min Pay:	Div:	Min:	Prod/Sales:	Prod/Sales:	Prod/Sales:
Other Percent:							
PAIDTO (R)	100.000000000	PAIDBY (R)	75.000000000	25.000000000			
MFFPA		APACHE	CNR PETRO RES				

ADXXXXXXX

Millennials Popularity Report

Lease Description / Rights Held

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GENERAL REMARKS - Oct 01, 2001

CNR

Area : HOUSE MOUNTAIN
TWP 070 RGE 11 W5M NE 27
(UNITIZED)
ALL PNG IN SWAN_HILLS
(UNITIZED)

----- Related Contracts -----	
C12072 A	JOA Feb 03, 2016

Net
30.876

Total Rental: 224.00

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION

Mineral Property Report

R
**

Lease Description / Rights Held

(cont'd)

ARC	9.23229400
MALPEQUE	0.33849800
ENERCAPITA ENER	14.50971900

Related Contracts	ASSET	
AD00053 A	ASSET	Nov 30, 2000
AD00811 A	P&S	Nov 03, 2009
C00168 A	FO	Feb 11, 1963
U00034	UNIT	Feb 01, 1966
U00034 B	UNIT	Feb 01, 1966
U00034 G	UNIT	Feb 01, 1966

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M01391	A						
M01391	PNG	CR	320.000	C06000	B	WI	Area : HOUSE MOUNTAIN
Sub: B	REF	Eff: Aug 11, 1955	320.000	PENGROWTH			TWP 070 RGE 11 W5M NE 30, SE 31
DIV/PEND	103674	Exp: Aug 10, 1976	0.000	CNR PETRO RES	*	100.000000000	PNG TO BASE BEAVERHILL_LAKE
	APACHE	Ext: 15					EXCL PNG IN SWAN_HILLS
100.000000000	APACHE	Count Acreage = No		Total Rental: 0.00			
----- Related Contracts -----							
Status	Undeveloped	Dev:	Acre	Net	Undev:	Acre	Net
			0.000	0.000		320.000	0.000
----- Related Contracts -----							
						AD00053 A	ASSET Nov 30, 2000
						C00168 B	FO Feb 11, 1963 (I)
						C06000 B	TRUST Nov 30, 2000
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000 % of PROD			
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:		Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to: PAIDTO (R)	Paid by: PAIDBY (R)						
MFPA	100.000000000	APACHE					75.000000000
		CNR PETRO RES					25.000000000
GENERAL REMARKS - Oct 01, 2001							
PENGROWTH HAS NO AGREEMENT WITH APACHE. HOLDS 25.0% IN NON UNITIZED ZONES FOR							
CNR							
M01394	PNG	CR	160.000			WI	Area : HOUSE MOUNTAIN

ADXXXXXXX

CS EXPLORER Version: 11.0.4

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M01394							
Sub: B	Status	Undeveloped	Acres	Net	Undev:	Acres	Net
			0.000	0.000		480.000	0.000
			Royalty / Encumbrances				
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000 % of PROD		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:		Max:	Min Pay:		Prod/Sales:		
S/S OIL: Min:			Div:		Prod/Sales:		
Other Percent:			Min:		Prod/Sales:		
Paid to:		PAIDTO (R)	Paid by:		WI (M)		
MFPA		100.000000000	CNR PETRO RES		100.000000000		
M01394	PNG	CR	Eff: May 08, 1962	160.000	WI		
Sub: C	REF		Exp: May 07, 1983	160.000	PENGROWTH		
DIV/PEND	125995		Ext: 15	0.000	CNR PETRO RES		
	PENGROWTH				UNKNOWN PARTY		
100.000000000	PENGROWTH		Count Acreage =	No			
			Total Rental:		0.00		
Status		Undeveloped	Dev:	Acres	Net	Acres	Net
				0.000	0.000	160.000	0.000
Royalty / Encumbrances							
----- Related Contracts -----							
			AD00053 A		ASSET		Nov 30, 2000
			C06000 B		TRUST		Nov 30, 2000
Area : HOUSE MOUNTAIN							
TWP 070 RGE 11 W5M NW 33							
PNG TO BASE BEAVERHILL_LAKE							
EXCL PNG IN SWAN_HILLS							

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	DOI Partner(s)	*	*	
(cont'd)							
M01394	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	PROD
	LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000	
	Roy Percent:						
	Deduction:		STANDARD				
	Gas: Royalty:			Min Pay:		Prod/Sales:	
	S/S OIL: Min:		Max:	Div:		Prod/Sales:	
	Other Percent:			Min:		Prod/Sales:	
	Paid to:		PAIDTO (R)	Paid by:	PAIDBY (R)		
	MFPA		100.000000000	PENGROWTH			
				CNR PETRO RES	25.000000000		
			UNKNOWN PARTY	75.000000000			
M35136	PNG	CR	Eff:	Oct 04, 2012	5,760.000	WI	Area : DEVIL
Sub: A	WI	Exp:	Oct 03, 2017	PENGROWTH	5,760.000	100.000000000	TWP 070 RGE 14 W5M 1-3; 10-15
DIVPEND	0512100195				5,760.000		
				Total Rental:	8064.00		ALL PNG
100.000000000	PENGROWTH						
Status		Undeveloped	Acres	Net	Acres	Net	
		Dev:	0.000	0.000	Undev:	5,760.000	5,760.000
Royalty / Encumbrances							
Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of Prod	
LESSOR OVERRIDING ROYALTY		ALL	Y	N	100.00000000		
Roy Percent:							
Deduction:		STANDARD					
Gas: Royalty:			Min Pay:			Prod/Sales:	
S/S OIL: Min:		Max:	Div:			Prod/Sales:	
Other Percent:			Min:			Prod/Sales:	

ADXXXXXX

PENGROWTH ENERGY CORPORATION

Mineral Property Report

REPORTED IN ACRES

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)		Lease Description / Rights Held
					*	*

(cont'd)

M33390		PNG	CR	Eff:	Oct 30, 1997	640.000	C10120	A	Yes	WI
Sub: C		WI		Exp:	Oct 29, 2001	640.000	PENGROWTH			100.000000000
DIVPEND		5497100210		Ext:	15	640.000				
		PENGROWTH		Total Rental: 896.00						
100.000000000		PENGROWTH								
Area : EAST PRAIRIE										
TWP 71 RGE 14 W5M SEC 3										
PNG TO BASE SPIRIT_RIVER										

Related Contracts										

		AD00936	A	P&S						May 31, 2012
		AD01284	A	CONVEY						Dec 10, 2009
		AD01296	A	P&S						May 18, 2001
		AD01299	A	P&S						Apr 05, 2004
		AD01300	A	P&S						Jul 28, 2004
		C10119	A	JOA						Mar 27, 2001(I)
		C10120	A	MASTER						Oct 29, 1997

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent:	8.50000000			
	Deduction:	NO			
	Gas: Royalty:	8.50000000	Min Pay:		Prod/Sales:
	S/S OIL: Min:	10.00000000	Max:		Prod/Sales:
	Other Percent:	10.	Min:		Prod/Sales:

Paid to:	ROYALTY (C)	Paid by:	WI
METIS SETTLE		PENGROWTH	
	100.00000000		100.00000000

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 556
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M33390	C	TRANSPORTATION.					
		ROYALTY FREE -					
		PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:		Prod/Sales:	
		S/S OIL: Min:	Max:	Div:		Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	LESSOR (M)	Paid by:	WI (C)		
		ABEN	100.00000000	PENGROWTH		100.00000000	
M33390	PNG	CR	Eff: Oct 30, 1997	C10120	B Yes	WI	Area : EAST PRAIRIE
Sub: B	WI	Exp: Oct 29, 2001	640.000	PENGROWTH		75.00000000	TWP 71 RGE 14 W5M SEC 6
DIVPEND	5497100210	Ext: 15	480.000	METIS SETTLE		25.00000000	PNG TO BASE BLUESKY-BULLHEAD
	PENGROWTH			EAST-PR METIS			(EXCL 15-06-71-14W5 WELLBORE
100.00000000	PENGROWTH						IN PENALTY)
			Total Rental:	896.00			
	Status	Developed	Dev:	Acres	Net	Acres	Related Contracts
				640.000	480.000	0.000	AD00936 A P&S May 31, 2012
					Undev:		AD01284 A CONVEY Dec 10, 2009
							AD01296 A P&S May 18, 2001
							AD01299 A P&S Apr 05, 2004
							AD01300 A P&S Jul 28, 2004
							C10119 A JOA Mar 27, 2001 (I)
							C10120 B MASTER Oct 29, 1997
	Royalty / Encumbrances						
	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
<Linked>	Royalty Type						
C10120 B	GROSS OVERRIDING ROYALTY	ALL					
	Roy Percent:	8.50000000					

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33390	B		Deduction: NO				
			Gas: Royalty: 8.500000000	Min Pay:			Prod/Sales:
			S/S OIL: Min: 10.000000000	Div:			Prod/Sales:
			Other Percent: 10.0	Min:			Prod/Sales:
			Paid to: ROYALTY (C)	Paid by: WI	(C)		
			METIS SETTLE	PENGROWTH		75.000000000	
				METIS SETTLE		25.000000000	
				EAST-PR METIS			

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.

ROYALTY FREE -

PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:						Prod/Sales:
S/S OIL: Min:	Max:					Prod/Sales:
Other Percent:						Prod/Sales:
Paid to: LESSOR	(M)					
ABEN		100.000000000		(C)		
				PENGROWTH		75.000000000
				METIS SETTLE		25.000000000

Total Rental: 0.00

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS

PENGROWTH ENERGY CORPORATION

Mineral Property Report

**** REPORTED IN ACRES****

Lease Description / Rights Held

M33390 D ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

100.00000000 % of PROD

Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid by: BPEN
PENGROWTH
METIS SETTLE

- Related Contracts -----

ADXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held		
(cont'd)									
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD	C10120 A	MASTER	Oct 29, 1997
M33382	Roy Percent:	8.50000000							
	Deduction:	NO							
	Gas: Royalty:	8.500000000	Min Pay:			Prod/Sales:			
	S/S OIL: Min:	10.00000000	Max:			Prod/Sales:			
	Other Percent:	10.				Prod/Sales:			
	Paid to:	ROYALTY (C)							
	METIS SETTLE	100.00000000	Paid by:	WI	(C)				
			PENGROWTH			100.00000000			
	DEDUCTIONS -								
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.									
KIND -									
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.									
ROYALTY FREE -									
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.									
Royalty / Encumbrances									
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales					
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD				
Roy Percent:	STANDARD								
Deduction:									
Gas: Royalty:		Min Pay:				Prod/Sales:			
S/S OIL: Min:	Max:	Div:				Prod/Sales:			
Other Percent:		Min:				Prod/Sales:			
Paid to:	LESSOR (M)	Paid by:	WI	(C)					
ABEN	100.00000000	PENGROWTH			100.00000000				

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M33382	B						
M33382	PNG	CR	160.000	C10120	E	Yes	WI
Sub: N	WI	Eff: Oct 30, 1997	160.000	PENGROWTH			75.000000000
DIV/PEND	5497100213	Exp: Oct 29, 2001	120.000	METIS SETTLE			25.000000000
	PENGROWTH	Ext: 15		EAST-PR METIS			
100.000000000	PENGROWTH						
Total Rental: 224.00							
Area : EAST PRAIRIE							
TWP 71 RGE 14 W5M SE 7							
PNG TO BASE BLUESKY-BULLHEAD							
----- Related Contracts -----							
AD00936 A	P&S	May 31, 2012					
AD01284 A	CONVEY	Dec 10, 2009					
AD01296 A	P&S	May 18, 2001					
AD01299 A	P&S	Apr 05, 2004					
AD01300 A	P&S	Jul 28, 2004					
C10119 A	JOA	Mar 27, 2001 (I)					
C10120 E	MASTER	Oct 29, 1997					

Royalty / Encumbrances							

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C10120 E	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of	PROD

Roy Percent: 8.50000000							
Deduction: NO							
Gas: Royalty: 8.50000000							
S/S OIL: Min: 10.00000000							
Other Percent: 10.							

Paid to:	ROYALTY (C)						
METIS SETTLE		100.000000000					

Paid by:	WI						
PENGROWTH							

Prod/Sales:							
Prod/Sales:							
Prod/Sales:							

75.000000000							
25.000000000							
EAST-PR METIS							

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M33382	N	TRANSPORTATION.	ROYALTY FREE - PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.				
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD		
	Roy Percent:						
	Deduction:	STANDARD					
	Gas: Royalty:	Max:	Min Pay:	Prod/Sales:			
	S/S OIL: Min:		Div:	Prod/Sales:			
	Other Percent:		Min:	Prod/Sales:			
	Paid to:	LESSOR (M)	Paid by:	WI (C)			
	ABEN	100.000000000	PENGROWTH		75.000000000		
			METIS SETTLE		25.000000000		
			EAST-PR METIS				
M33382	PNG	CR	Eff: Oct 30, 1997	C10120	B Yes	WI	Area : EAST PRAIRIE
Sub: C	WI		Exp: Oct 29, 2001	PENGROWTH		75.000000000	TWP 71 RGE 14 W5M SEC 8, 32
DIV/PEND	5497100213		Ext: 15	METIS SETTLE		25.000000000	PNG TO BASE BLUESKY-BULLHEAD
	PENGROWTH			EAST-PR METIS			(EXCL 7-8-71-14 W5 WELLBORE IN
100.000000000	PENGROWTH						PENALTY)
			Total Rental:	1792.00			
	Status	Acres	Net	Acres	Net	----- Related Contracts -----	
	Developed	480.000	360.000	800.000	600.000	AD00936 A	P&S May 31, 2012
		Dev:	Undev:			AD01284 A	CONVEY Dec 10, 2009
						AD01296 A	P&S May 18, 2001
						AD01299 A	P&S Apr 05, 2004
						AD01300 A	P&S Jul 28, 2004
						C10119 A	JOA Mar 27, 2001 (I)
						C10120 B	MASTER Oct 29, 1997
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		

563

Royalty Type		Royalty / Encumbrances		
LESSOR OVERRIDING ROYALTY	ALL	Product Type	Sliding Scale	Convertible
			Y	N
				100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:			Min Pay:	Prod/Sales:
S/S OIL: Min:		Max:	Div:	Prod/Sales:
Other Percent:			Min:	Prod/Sales:
Paid to:	LESSOR (M)		Paid by:	WI (C)

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 564
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M33382	C	ABEN	100.000000000	PENGROWTH METIS SETTLE EAST-PR METIS		75.000000000 25.000000000	
M33382	PNG	CR	640.000	C10120	F Yes	BPEN	Area : EAST PRAIRIE
Sub: P	WI		0.000	PENGROWTH		100.000000000	TWP 71 RGE 14 W5M SEC 8
DIV/PEND	5497100213		0.000	METIS SETTLE			(7-8-71-14 W5 WELLBORE IN
	PENGROWTH			EAST-PR METIS			PENALTY)
100.000000000	PENGROWTH		Count Acreage =	No			
Total Rental: 0.00							
	Status		Acres	Net		Acres	Net
	Developed		0.000	0.000	Undev:	0.000	0.000
----- Related Contracts -----							
						AD00936 A	P&S May 31, 2012
						AD01284 A	CONVEY Dec 10, 2009
						C10120 F	MASTER Oct 29, 1997
Royalty / Encumbrances							
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible		% of Prod/Sales	
C10120 F	GROSS OVERRIDING ROYALTY	ALL	N	N		100.000000000	% of PROD
	Roy Percent:	8.500000000					
	Deduction:	NO					
	Gas: Royalty:	8.500000000					Prod/Sales:
	S/S OIL: Min:	10.000000000					Prod/Sales:
	Other Percent:	10.0					Prod/Sales:
	Paid to:	ROYALTY (C)					
	METIS SETTLE	100.000000000					
	Paid by:	BPEN					
		PENGROWTH					
		METIS SETTLE					
GENERAL REMARKS -							
ONCE THE PENALTY PAYS OUT, THE GORR WILL BE PAYABLE BY WIO'S 75/25.							

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33382 P **DEDUCTIONS -**
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.
KIND -
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.
ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	BPEN (C)	
ABEN	100.00000000	PENGROWTH		100.00000000
		METIS SETTLE		

M33382	PNG	CR	Eff: Oct 30, 1997	2,240.000	C10120	A	Yes	WI	Area : EAST PRAIRIE
Sub: O	WI		Exp: Oct 29, 2001	2,240.000	PENGROWTH			100.00000000	TWP 71 RGE 14 W5M W 9, SEC 22, 27, 34
DIVPEND	5497100213		Ext: 15	2,240.000					
	PENGROWTH								
100.00000000	PENGROWTH								PNG TO BASE VIKING_ZONE
			Total Rental:	3136.00					
Status	Developed	Dev:		Acres	Net	Undev:	Acres	Net	Related Contracts
				160.000	160.000		2,080.000	2,080.000	AD00936 A P&S May 31, 2012
									AD01284 A CONVEY Dec 10, 2009
									AD01296 A P&S May 18, 2001
									AD01299 A P&S Apr 05, 2004
									AD01300 A P&S Jul 28, 2004

PENGROWTH ENERGY CORPORATION
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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held		
(cont'd)									
	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
	C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of PROD	C10119 A	Mar 27, 2001 (I)
		Roy Percent:	8.500000000					C10120 A	Oct 29, 1997
		Deduction:	NO						
		Gas: Royalty:	8.500000000	Min Pay:		Prod/Sales:			
		S/S OIL: Min:	10.000000000	Div:		Prod/Sales:			
		Other Percent:	10.	Min:		Prod/Sales:			
		Paid to:	ROYALTY (C)	Paid by:	WI	(C)			
		METIS SETTLE	100.000000000	PENGROWTH		100.000000000			
		DEDUCTIONS -							
		METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.							
		KIND -							
		MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.							
		ROYALTY FREE -							
		PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.							
Royalty / Encumbrances									
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales				
	LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD			
	Roy Percent:								
	Deduction:	STANDARD							
	Gas: Royalty:		Min Pay:			Prod/Sales:			
	S/S OIL: Min:	Max:	Div:			Prod/Sales:			
	Other Percent:		Min:			Prod/Sales:			
	Paid to:	LESSOR (M)	Paid by:	WI	(C)				
	ABEN	100.000000000	PENGROWTH		100.000000000				

PENGROWTH ENERGY CORPORATION

Mineral Property Report

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Lease Description / Rights Held

(cont'd)

Related Contracts			
AD00936 A	P&S	May 31, 2012	
AD01284 A	CONVEY	Dec 10, 2009	
AD01296 A	P&S	May 18, 2001	
AD01299 A	P&S	Apr 05, 2004	
AD01300 A	P&S	Jul 28, 2004	
C10119 A	JOA	Mar 27, 2001	
C10120 D	MASTER	Oct 29, 1997	

Prod/Sales:

DEDUCTIONS -
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE

R
**

Lease Description / Rights HeldM33382
TRANSPORTATION.

PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Min Pay:	Prod/Sales:
Div:	Prod/Sales:
Min:	Prod/Sales:

Related Contracts			
AD00936 A	P&S		May 31, 2012
AD01284 A	CONVEY		Dec 10, 2009
AD01296 A	P&S		May 18, 2001
AD01299 A	P&S		Apr 05, 2004
AD01300 A	P&S		Jul 28, 2004
C10119 A	JOA		Mar 27, 2001
C10120 B	MASTER		Oct 29, 1997

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
C10120 B	GROSS OVERRIDING ROYALTY	ALL		N	N	100.000000000	% of PROD
	Roy Percent:	8.500000000					
	Deduction:	NO					
	Gas: Royalty:	8.500000000		Min Pay:			Prod/Sales:
	S/S OIL: Min:	10.000000000	Max:	Div:			Prod/Sales:
	Other Percent:	10.0		Min:			Prod/Sales:
	Paid to:	ROYALTY (C)		Paid by:	WI	(C)	
	METIS SETTLE	100.000000000		PENGROWTH		75.000000000	
				METIS SETTLE		25.000000000	
				EAST-PR METIS			
DEDUCTIONS -							
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.							
KIND -							
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.							
ROYALTY FREE -							
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:					Prod/Sales:
S/S OIL: Min:	Max:	Div:					Prod/Sales:
Other Percent:		Min:					Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI	(C)			

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M33382	F	ABEN	100.000000000	PENGROWTH METIS SETTLE EAST-PR METIS		75.000000000 25.000000000	
M33382	PNG	CR	160.000	C10120	E Yes	WI	Area : EAST PRAIRIE
Sub: G	WI		160.000	PENGROWTH		75.000000000	TWP 71 RGE 14 W5M SE 20
DIV/PEND	5497100213		120.000	METIS SETTLE		25.000000000	PET TO BASE VIKING_ZONE
	PENGROWTH			EAST-PR METIS			
100.000000000	PENGROWTH						
Total Rental: 224.00							
----- Related Contracts -----							
	AD00936 A	P&S					May 31, 2012
	AD01284 A	CONVEY					Dec 10, 2009
	AD01296 A	P&S					May 18, 2001
	AD01299 A	P&S					Apr 05, 2004
	AD01300 A	P&S					Jul 28, 2004
	C10119 A	JOA					Mar 27, 2001 (I)
	C10120 E	MASTER					Oct 29, 1997

Royalty / Encumbrances							

Product Type Sliding Scale Convertible % of Prod/Sales							
ALL N 100.000000000 % of PROD							

Status Acres Net Undev: Acres Net							
Developed 160.000 120.000 0.000 0.000							
Dev: 120.000 Undev: 0.000							

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales							
C10120 E GROSS OVERRIDING ROYALTY ALL N 100.000000000 % of PROD							

Roy Percent: 8.500000000 Deduction: NO							
Gas: Royalty: 8.500000000 S/S OIL: Min: 10.000000000 Other Percent: 10.							
Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales:							
Paid to: ROYALTY (C) Paid by: WI (C)							
METIS SETTLE 100.000000000 PENGROWTH 75.000000000							
METIS SETTLE METIS SETTLE 25.000000000							
EAST-PR METIS EAST-PR METIS							

DEDUCTIONS -
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS

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PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33382GONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.
KIND -
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.
ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min:
Other Percent:
Product Type
ALL
Sliding Scale
Y
Convertible
N
% of Prod/Sales
100.00000000 % of
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:
Paid to: LESSOR (M)
ABEN
Paid by: WI (C)
PENGROWTH
METIS SETTLE
EAST-PR METIS
Max:
100.000000000
75.000000000
25.000000000

M33382	PNG	CR	Eff: Oct 30, 1997	480.000	C10120	E	Yes	WI	Area : EAST PRAIRIE
Sub: I	WI		Exp: Oct 29, 2001	480.000	PENGROWTH			75.000000000	TWP 71 RGE 14 W5M N & SW 20
DIV/PEND	5497100213		Ext: 15	360.000	METIS SETTLE			25.000000000	PNG TO BASE VIKING_ZONE
	PENGROWTH				EAST-PR METIS				
100.000000000	PENGROWTH								
			Total Rental:	672.00					
			Status	Acres	Net	Undev:	Acres	Net	Related Contracts
			Developed	480.000	360.000		0.000	0.000	AD00936 A P&S May 31, 2012
			Dev:						AD01284 A CONVEY Dec 10, 2009
									AD01296 A P&S May 18, 2001
									AD01299 A P&S Apr 05, 2004
									AD01300 A P&S Jul 28, 2004
									C10119 A JOA Mar 27, 2001 (I)
									C10120 E MASTER Oct 29, 1997

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code			
File Status	Int Type / Lse No/Name		Gross						
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*			Lease Description / Rights Held
(cont'd)									
M33382	<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of	PROD	
	C10120 E	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of	PROD	
		Roy Percent:	8.500000000						
		Deduction:	NO						
		Gas: Royalty:	8.500000000	Min Pay:				Prod/Sales:	
		S/S OIL: Min:	10.000000000	Max:	Div:			Prod/Sales:	
		Other Percent:	10.		Min:			Prod/Sales:	
		Paid to:	ROYALTY (C)	Paid by:	WI	(C)			
		METIS SETTLE	100.000000000	PENGROWTH		75.00000000			
				METIS SETTLE		25.00000000			
EAST-PR METIS									
DEDUCTIONS -									
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.									
KIND -									
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.									
ROYALTY FREE -									
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.									
Royalty / Encumbrances									
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	% of				
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of				
Roy Percent:									
Deduction:	STANDARD							Prod/Sales:	
Gas: Royalty:		Min Pay:						Prod/Sales:	
S/S OIL: Min:	Max:	Div:						Prod/Sales:	
Other Percent:		Min:						Prod/Sales:	

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M33382	I	Paid to: ABEN	LESSOR (M)		Paid by: WI	(C)
				100.000000000	PENGROWTH	75.000000000
					METIS SETTLE	25.000000000
					EAST-PR METIS	

M33382	PNG	CR	Eff: Oct 30, 1997	160.000	C10120	E	Yes	WI	Area : EAST PRAIRIE
Sub: S	WI		Exp: Oct 29, 2001	160.000	PENGROWTH			75.000000000	TWP 71 RGE 14 W5M SE 20
DIV/PEND	5497100213		Ext: 15	120.000	METIS SETTLE			25.000000000	NG TO BASE VIKING_ZONE
	PENGROWTH				EAST-PR METIS				
100.000000000	PENGROWTH		Count Acreage = No						
			Total Rental: 0.00						
	Status	Developed	Dev:	Acres	Net	Undev:	Acres	Net	Related Contracts
				160.000	120.000		0.000	0.000	AD00936 A P&S May 31, 2012
									AD01284 A CONVEY Dec 10, 2009
									AD01296 A P&S May 18, 2001
									AD01299 A P&S Apr 05, 2004
									AD01300 A P&S Jul 28, 2004
									C10119 A JOA Mar 27, 2001 (I)
									C10120 E MASTER Oct 29, 1997

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10120 E	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000 % of PROD
	Roy Percent: 8.500000000				
	Deduction: NO				
	Gas: Royalty: 8.500000000				Prod/Sales:
	S/S OIL: Min: 10.000000000				Prod/Sales:
	Other Percent: 10.				Prod/Sales:
	Paid to: ROYALTY (C)				
	METIS SETTLE				(C)
		100.000000000			75.000000000
					25.000000000
					EAST-PR METIS

PENGROWTH ENERGY CORPORATION

Mineral Property Report

**

Lease Description / Rights Held

(cont'd)

M33382 S DEDUCTIONS - METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.

ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD

[illegible]

Paid to:	LESSOR	(M)	Paid by:	WI	(C)
ABEN		100.00000000	PENGROWTH		75.00000000
			METIS SETTLE		25.00000000
			EAST-PR METIS		

[illegible]

-----Related Contracts-----		
AD00936 A	P&S	May 31, 2012
AD01284 A	CONVEY	Dec 10, 2009
AD01296 A	P&S	May 18, 2001

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M33382	A	Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD	AD01299 A P&S Apr 05, 2004
	Roy Percent: 8.50000000						AD01300 A P&S Jul 28, 2004
	Deduction: NO						C10119 A JOA Mar 27, 2001 (I)
	Gas: Royalty: 8.500000000	Min Pay:				Prod/Sales:	C10120 A MASTER Oct 29, 1997
	S/S OIL: Min: 10.000000000	Max: Div:				Prod/Sales:	
	Other Percent: 10.	Min:				Prod/Sales:	
	Paid to: ROYALTY (C)	Paid by: WI			(C)		
	METIS SETTLE	100.000000000	PENGROWTH		100.000000000		
DEDUCTIONS -							
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.							
KIND -							
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.							
ROYALTY FREE -							
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD		
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:		Min Pay:				Prod/Sales:	
S/S OIL: Min:	Max:	Div:				Prod/Sales:	
Other Percent:		Min:				Prod/Sales:	
Paid to: LESSOR (M)		Paid by: WI			(C)		

PENGROWTH ENERGY CORPORATION

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held
<hr/>						

(cont'd)

M33382	A	ABEN	100.00000000	PENGROWTH	100.00000000
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M33382	PNG	CR	Eff: Oct 30, 1997	640.000	C10120	C	Yes	WI	Area : EAST PRAIRIE TWP 71 RGE 14 W5M SEC 25
Sub: E	WI		Exp: Oct 29, 2001	640.000				100.000000000	
DIVPEND	5497100213		Ext: 15	640.000					
				Total Rental:		896.00		PNG TO BASE BLUESKY-BULLHEAD	
				100.000000000		PENGROWTH			

Status	Dev:	Acres	Net		Acres	Net	Related Contracts
Developed		640.000	640.000	Undev:	0.000	0.000	P&S AD00936 A May 31, 2012 CONVEY AD01284 A Dec 10, 2009 P&S AD01296 A May 18, 2001 P&S AD01299 A Apr 05, 2004 P&S AD01300 A Jul 28, 2004 JOA C10119 A Mar 27, 2001 MASTER C10120 C Oct 29, 1997 MASTER C10120 A Oct 29, 1997
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD	

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10120 A	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent:	8.50000000			
	Deduction:	NO			
	Gas: Royalty:	8.50000000	Min Pay:		Prod/Sales:
	S/S OIL: Min:	10.00000000	Div:		Prod/Sales:
	Other Percent:	10.	Min:		Prod/Sales:
	Paid to:	ROYALTY (C)	Paid by:	WI (C)	
	METIS SETTLE	100.00000000	PENGROWTH		100.00000000

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS
ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.

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File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	
(cont'd)							
M33382	E	ROYALTY FREE - PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.					
		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
		LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000	% of PROD
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:		Min Pay:			Prod/Sales:
		S/S OIL: Min:		Div:			Prod/Sales:
		Other Percent:		Min:			Prod/Sales:
		Paid to: LESSOR (M)		Paid by: WI	(C)		
		ABEN	100.000000000	PENGROWTH		100.000000000	
M33382	PNG	CR	1,280.000	C10120	B Yes	WI	Area : EAST PRAIRIE
Sub: D	WI		1,280.000	PENGROWTH		75.000000000	TWP 71 RGE 14 W5M SEC 28, 29
DIV/PEND	5497100213		960.000	METIS SETTLE		25.000000000	PNG TO BASE VIKING_ZONE
	PENGROWTH			EAST-PR METIS			
100.000000000	PENGROWTH						
		Status	Developed	Dev:	1,280.000	Net	Acres
				Undev:	960.000		0.000
						Net	0.000
		Total Rental: 1792.00					
		Related Contracts -----					
		AD00936 A	P&S			May 31, 2012	
		AD01284 A	CONVEY			Dec 10, 2009	
		AD01296 A	P&S			May 18, 2001	
		AD01299 A	P&S			Apr 05, 2004	
		AD01300 A	P&S			Jul 28, 2004	
		C10119 A	JOA			Mar 27, 2001 (I)	
		C10120 B	MASTER			Oct 29, 1997	
		Royalty / Encumbrances					
<Linked>		Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
C10120 B		GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000	% of PROD
		Roy Percent:	8.50000000				
		Deduction:	NO				

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M33382	D	Gas: Royalty: 8.500000000 S/S OIL: Min: 10.000000000 Other Percent: 10.0	Max:	Min Pay: Div: Min:		Prod/Sales: Prod/Sales: Prod/Sales:	
		Paid to: ROYALTY (C) METIS SETTLE	100.000000000	Paid by: WI PENGROWTH METIS SETTLE EAST-PR METIS	(C)	75.000000000 25.000000000	
DEDUCTIONS -							
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.							
KIND -							
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.							
ROYALTY FREE -							
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.							
Royalty / Encumbrances							
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales			
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD	
Roy Percent:							
Deduction:	STANDARD						
Gas: Royalty:						Prod/Sales:	
S/S OIL: Min:	Max:	Min Pay:	Div:	Min:		Prod/Sales:	
Other Percent:						Prod/Sales:	
Paid to: LESSOR (M) ABEN	100.000000000	Paid by: WI PENGROWTH METIS SETTLE EAST-PR METIS	(C)	75.000000000 25.000000000			

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code
File Status	Int Type /Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M33382	D					
M33382	PNG	CR	Eff: Oct 30, 1997	640.000	C10120 B Yes	WI
Sub: H	WI		Exp: Oct 29, 2001	640.000	PENGROWTH	75.00000000
DIV/PEND	5497100213		Ext: 15	480.000	METIS SETTLE	25.00000000
	PENGROWTH				EAST-PR METIS	
100.00000000	PENGROWTH					
Area : EAST PRAIRIE						
TWP 71 RGE 14 W5M SEC 31						
PNG TO BASE BLUESKY-BULLHEAD						
----- Related Contracts -----						
			AD00936 A	P&S	May 31, 2012	
			AD01284 A	CONVEY	Dec 10, 2009	
			AD01296 A	P&S	May 18, 2001	
			AD01299 A	P&S	Apr 05, 2004	
			AD01300 A	P&S	Jul 28, 2004	
			C10119 A	JOA	Mar 27, 2001 (I)	
			C10120 B	MASTER	Oct 29, 1997	

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C10120 B	GROSS OVERRIDING ROYALTY	ALL	N	N	100.00000000 % of PROD
Roy Percent: 8.50000000					
Deduction: NO					
Gas: Royalty: 8.50000000					
S/S OIL: Min: 10.00000000					
Other Percent: 10.0					
Min Pay:					
Div:					
Min:					
Prod/Sales:					
Prod/Sales:					
Prod/Sales:					
Paid to: ROYALTY (C)					
METIS SETTLE					
Paid by: WI (C)					
PENGROWTH					
75.00000000					
METIS SETTLE					
25.00000000					
EAST-PR METIS					

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 580
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33382 H TRANSPORTATION.
ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction:	STANDARD			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (C)		
ABEN	100.000000000	PENGROWTH		75.000000000
		METIS SETTLE		25.000000000
		EAST-PR METIS		

M33382	PNG	CR	Eff: Oct 30, 1997	640.000	C10120	B	Yes	WI	Area : EAST PRAIRIE
Sub: R	WI		Exp: Oct 29, 2001	640.000	PENGROWTH			75.000000000	TWP 71 RGE 14 W5M SEC 33
DIV/PEND	5497100213		Ext: 15	480.000	METIS SETTLE			25.000000000	PNG TO BASE VIKING_ZONE
PENGROWTH					EAST-PR METIS				
100.000000000									
			Total Rental:	896.00					
	Status	Dev:	Acres	Net	Undev:	Acres	Net		Related Contracts
	Developed		640.000	480.000		0.000	0.000		AD00936 A P&S May 31, 2012
									AD01284 A CONVEY Dec 10, 2009
									AD01296 A P&S May 18, 2001
									AD01299 A P&S Apr 05, 2004
									AD01300 A P&S Jul 28, 2004
									C10119 A JOA Mar 27, 2001(I)
									C10120 B MASTER Oct 29, 1997

<Linked> Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales

ADXXXXXXX

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

C10120 B	GROSS OVERRIDING ROYALTY	ALL		N	N	100.000000000	% of PROD
	Roy Percent:	8.500000000					
	Deduction:	NO					
M33382	R	Gas: Royalty:	8.500000000	Min Pay:			Prod/Sales:
		S/S OIL: Min:	10.000000000	Div:			Prod/Sales:
		Other Percent:	10.0	Min:			Prod/Sales:
		Max:					
	Paid to:	ROYALTY (C)		Paid by:	WI	(C)	
	METIS SETTLE		100.000000000	PENGROWTH		75.000000000	
				METIS SETTLE		25.000000000	
				EAST-PR METIS			

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.

ROYALTY FREE -

PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of PROD	
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:		Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to:	LESSOR (M)	Paid by:	WI	(C)		

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*		Lease Description / Rights Held
(cont'd)							
M33382	R	ABEN	100.000000000	PENGROWTH		75.000000000	
				METIS SETTLE		25.000000000	
				EAST-PR METIS			
M33383	PNG	CR	640.000	C10120	B Yes	WI	Area : EAST PRAIRIE
Sub: A	WI		640.000	PENGROWTH		75.000000000	TWP 71 RGE 15 W5M SEC 15
DIV/PEND	5497100214		480.000	METIS SETTLE		25.000000000	
	PENGROWTH			EAST-PR METIS			PNG TO BASE VIKING_ZONE
100.000000000	PENGROWTH						
Total Rental: 896.00							
----- Related Contracts -----							
	AD00936 A	P&S					May 31, 2012
	AD01284 A	CONVEY					Dec 10, 2009
	AD01296 A	P&S					May 18, 2001
	AD01299 A	P&S					Apr 05, 2004
	AD01300 A	P&S					Jul 28, 2004
	C10119 A	JOA					Mar 27, 2001 (I)
	C10120 B	MASTER					Oct 29, 1997

Royalty / Encumbrances							

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C10120 B	GROSS OVERRIDING ROYALTY	ALL	N	N	100.000000000	% of	PROD
Roy Percent: 8.500000000							
Deduction: NO							
Gas: Royalty: 8.500000000							
S/S OIL: Min: 10.000000000							
Other Percent: 10.0							
Min Pay:							
Div:							
Min:							
Prod/Sales:							
Prod/Sales:							
Prod/Sales:							
Paid to: ROYALTY (C)							
METIS SETTLE							
100.000000000							
Paid by: WI							
(C)							
PENGROWTH							
METIS SETTLE							
75.000000000							
25.000000000							
EAST-PR METIS							

DEDUCTIONS -
METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 583
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33383 A ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.
KIND -
MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.
ROYALTY FREE -
PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty Type Product Type Sliding Scale Convertible % of Prod/Sales
LESSOR OVERRIDING ROYALTY ALL Y N 100.00000000 % of PROD
Roy Percent:
Deduction: STANDARD
Gas: Royalty: Min Pay: Prod/Sales:
S/S OIL: Min: Max: Div: Prod/Sales:
Other Percent: Min: Prod/Sales:
Paid to: LESSOR (M) Paid by: WI (C)
ABEN 100.000000000 PENGROWTH 75.00000000
METIS SETTLE 25.00000000
EAST-PR METIS

M35644 PNG CR Eff: Sep 29, 2016 WI Area : ENLIDA
Sub: A WI Exp: Sep 28, 2021 PENGROWTH 100.00000000 TWP 72 RGE 14 W5M SEC 3,9
DIV/PEND 0516090201 1,280.000 1,280.000 ALL PNG TO BASE SPIRIT_RIVER
PENGROWTH 1,280.000
100.000000000 Total Rental: 1792.00

Status	Acres	Net	Acres	Net
Developed	1,280.000	1,280.000	0.000	0.000
Dev:		Undev:		

Royalty / Encumbrances

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M35644 Royalty Type LESSOR OVERRIDING ROYALTY ALL Product Type ALL Sliding Scale Y Convertible N % of Prod/Sales 100.00000000 % of PROD

Roy Percent: STANDARD Min Pay: Prod/Sales:

Deduction: Gas: Royalty: S/S OIL: Min: Div: Prod/Sales:

Other Percent: Max: Min: Min: Prod/Sales:

Paid to: DEPOSITOF(M) 100.000000000 Paid by: WI (M) 100.000000000

MFPA PENGROWTH

M33533 LIC CR Eff: Apr 06, 2006 640.000 WI Area : ENLIDA

Sub: A WI Exp: Apr 06, 2010 640.000 PENGROWTH 100.000000000 TWP 72 RGE 14 W5M SEC 4

DIV/PEND 5406040338 Ext: 15 640.000 Total Rental: 896.00 PNG TO BASE VIKING_ZONE

100.000000000 PENGROWTH Status Developed Dev: 640.000 Net 640.000 Undev: 0.000 Net 0.000

----- Related Contracts -----
AD00936 A P&S May 31, 2012
AD01284 A CONVEY Dec 10, 2009

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	% of		
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:		Min Pay:				Prod/Sales:
S/S OIL: Min:	Max:	Div:				Prod/Sales:
Other Percent:		Min:				Prod/Sales:
Paid to: LESSOR (M)		Paid by: WI (M)				

Lease Description / Rights Held

100.000000000

Related Contracts		
AD00936 A	P&S	May 31, 2012
AD01284 A	CONVEY	Dec 10, 2009
C10167 A	FO	Mar 10, 2006

Royalty / Encumbrances

AS PER THE 1997 CAPL F/O & ROYALTY PROCEDURE - ALTERNATE 1 AND 2, NOT GREATER THAN 40%

N	100.00000000	% of PROD
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PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 586
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
(cont'd)							
M33675	A						
		Roy Percent:					
		Deduction:	STANDARD				
		Gas: Royalty:					
		S/S OIL: Min:					
		Other Percent:					
		Paid to:	LESSOR (M)	Paid by:	WI (C)		
		ABEN	100.00000000	PENGROWTH		100.00000000	
M33671	LIC	CR					Area : ENLIDA
Sub: B	WI		640.000	C10167 A	No	WI	TWP 72 RGE 14 W5M SEC 16
DIV/PEND	5498040108	Exp: Apr 30, 2002	640.000	PENGROWTH		100.00000000	PNG TO BASE VIKING_ZONE
	PENGROWTH	Ext: 15	640.000				
100.00000000	PENGROWTH			Total Rental:	896.00		
		Status	Acres	Net	Acres	Net	Related Contracts -----
		Developed	640.000	640.000	Undev:	0.000	AD00936 A P&S May 31, 2012
		Dev:				0.000	AD01284 A CONVEY Dec 10, 2009
							AD01312 A P&S Dec 13, 2006
							C10121 A JOA Mar 25, 2002 (I
							C10167 A FO Mar 10, 2006
		Royalty / Encumbrances					
<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
C10167 A	GROSS OVERRIDING ROYALTY	ALL	Y	N	100.00000000 % of PROD		
		Roy Percent:					
		Deduction:	YES				
		Gas: Royalty:	12.50000000				
		S/S OIL: Min:	5.00000000				
		Other Percent:	12.5				
		Paid to:	ROYALTY (C)	Paid by:	WI (C)		
		CENOVUS EN	100.00000000	PENGROWTH		100.00000000	
							Prod/Sales: SALES
							Prod/Sales: PROD
							Prod/Sales:

PENGROWTH ENERGY CORPORATION
Mineral Property Report

Report Date: Aug 22, 2017
Page Number: 587
** REPORTED IN ACRES**

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33671 B DEDUCTIONS -
AS PER THE 1997 CAPL F/O & ROYALTY PROCEDURE - ALTERNATE 1 AND 2, NOT GREATER THAN 40%

Royalty Type
LESSOR OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale Y
Convertible N
% of Prod/Sales 100.00000000 % of
Roy Percent:
Deduction: STANDARD
Gas: Royalty:
S/S OIL: Min: Max:
Other Percent:
Min Pay:
Div:
Min:
Prod/Sales:
Prod/Sales:
Prod/Sales:

Paid to: LESSOR (M)
ABEN
Paid by: WI (C)
PENGROWTH
100.000000000
100.000000000

M33384 PNG CR Eff: Oct 30, 1997 640.000 C10120 B Yes WI
Sub: B WI Exp: Oct 29, 2001 640.000 PENGROWTH 75.000000000
DIVPEND 5497100215 Ext: 15 480.000 METIS SETTLE 25.000000000
PENGROWTH EAST-PR METIS
100.000000000
Status Developed Dev: 640.000 Net 480.000 Undev: 0.000 Acres 0.000 Net 0.000
Total Rental: 896.00
Area : EAST PRAIRIE
TWP 72 RGE 15 W5M SEC 11
PNG TO BASE BLUESKY-BULLHEAD
----- Related Contracts -----
AD00936 A P&S May 31, 2012
AD01284 A CONVEY Dec 10, 2009
AD01296 A P&S May 18, 2001
AD01299 A P&S Apr 05, 2004
AD01300 A P&S Jul 28, 2004
C10119 A JOA Mar 27, 2001 (I)
C10120 B MASTER Oct 29, 1997

<Linked> Royalty Type
C10120 B GROSS OVERRIDING ROYALTY ALL
Product Type ALL
Sliding Scale N
Convertible N
% of Prod/Sales 100.00000000 % of PROD
Roy Percent: 8.50000000

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type /Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M33384	B		Deduction: NO				
			Gas: Royalty: 8.500000000	Min Pay:			Prod/Sales:
			S/S OIL: Min: 10.000000000	Div:			Prod/Sales:
			Other Percent: 10.0	Min:			Prod/Sales:
			Paid to: ROYALTY (C)	Paid by: WI	(C)		
			METIS SETTLE	PENGROWTH		75.000000000	
				METIS SETTLE		25.000000000	
				EAST-PR METIS			

DEDUCTIONS -

METIS SETTLEMENT AGREED TO ALLOW DEDUCTIONS FOR PIPELINE TRANSPORTATION COSTS ONLY. EMAIL DATED JULY 22, 2009 ON CONTRACT FILE.

KIND -

MAY TAKE IN KIND. PRODUCER TO REMOVE BASIC SEDIMENT AND WATER TO ENABLE TRANSPORTATION.

ROYALTY FREE -

PETROLEUM SUBSTANCES REASONABLY USED IN OPERATIONS OR UNAVOIDABLY LOST.

Royalty / Encumbrances						
Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales		
LESSOR OVERRIDING ROYALTY	ALL	Y	N	100.000000000	% of	PROD
Roy Percent:						
Deduction:	STANDARD					
Gas: Royalty:						Prod/Sales:
S/S OIL: Min:	Max:					Prod/Sales:
Other Percent:						Prod/Sales:
Paid to: LESSOR	(M)					
ABEN		100.000000000		(C)		
				PENGROWTH		75.000000000
				METIS SETTLE		25.000000000

PENGROWTH ENERGY CORPORATION

Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				*
Mineral Int	Operator / Payor		Net	Doi Partner(s)			Lease Description / Rights Held

(cont'd)

M33384

B

EAST-PR METIS

PENGROWTH ENERGY CORPORATION
Mineral Property Report

File Number	Lse Type	Lessor Type	Exposure	Oper.Cont.	ROFR	DOI Code	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

Report Total: 155,681.500 Total Net: 123,497.975 Undev Gross: 19,521.500 Undev Net: 15,155.189

Dev Gross: 136,160.000 Dev Net: 108,342.786

** End of Report **

SCHEDULE "A"
ROFR SCHEDULE

File Number	Contract Type	Contract Date	Contract Name
F01633	CO&O	5-Mar-87	KAYBOB GOOSE RIVER PIPELINE AND 10-04-067-18 W5M METER STATION
F02212	O&O	1-Mar-11	JUDY CREEK GAS PLANT 15-25-064-11W5M (UNEXECUTED)

SCHEDULE "A"
ROFR SCHEDULE
Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00003 ROFR SCHEDULE

Report Date: Feb 02, 2017 7:02 pm
Page 1 of 1
Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01349 A	LSE TYPE: CR PNG CR: 120051 LSE DATE: 1960 Jun 17 EFF DATE: 1960 Jun 17 EXP DATE: 1981 Jun 16 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 066 RGE 18 W5M E 31 (GOOSE RIVER UNIT NO. 1 - TRACT NO. 2) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 50.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 50.0% REF INT: UNIT PENGROWTH 96.75%	CUR INT OPER CONT C00003 A General N/A ROFR Applies OPER: PENNWEST REF INT OPER CONT U00272 OPER: PENGROWTH	
M01350 A	LSE TYPE: CR PNG CR: 120052 LSE DATE: 1960 Jun 17 EFF DATE: 1960 Jun 17 EXP DATE: 1981 Jun 16 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 066 RGE 18 W5M N 32 (GOOSE RIVER UNIT NO. 1 - TRACT NO. 4) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 50.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 50.0% REF INT: UNIT PENGROWTH 96.75%	CUR INT OPER CONT C00003 A General N/A ROFR Applies OPER: PENNWEST REF INT OPER CONT U00272 OPER: PENGROWTH	

SCHEDULE "A"
ROFR SCHEDULE
Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00168 ROFR SCHEUDLE

Report Date: Feb 02, 2017 7:04 pm
Page 1 of 3
Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01389 A	LSE TYPE: CR PNG CR: 4579 LSE DATE: 1964 Nov 17 EFF DATE: 1964 Nov 17 EXP DATE: 1974 Nov 16 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 069 RGE 10 W5M S&NE 32, N 33 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. N-26, O-26, O-27, P-24, P-25, P-26, P-27, P-28, Q-24, Q-25, Q-26, R-23, R-24) TWP 070 RGE 10 W5M S&NW 3, S&NE 4, SE 5, SE 9 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. N-26, O-26, O-27, P-24, P-25, P-26, P-27, P-28, Q-24, Q-25, Q-26, R-23, R-24) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A ROFR Applies OPER: APACHE REF INT OPER CONT U00034 OPER: APACHE	
M01396 A	LSE TYPE: CR PNG CR: 103670C LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 069 RGE 11 W5M NE 33, N 34 (HOUSE MOUNTAIN UNIT NO. 2 - TRACT NO. N-14, O-14, O-15, P-14, P-15, P-16, Q-14, Q-15, Q-16) TWP 070 RGE 11 W5M S&NW 3, E 4, SE 9 (HOUSE MOUNTAIN UNIT NO. 2 - TRACT NO. N-14, O-14, O-15, P-14, P-15, P-16, Q-14, Q-15, Q-16) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 25.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 25.0% REF INT: UNIT PENGROWTH 7.05544%	CUR INT OPER CONT C00168 C General N/A ROFR Applies OPER: APACHE REF INT OPER CONT U00035 OPER: APACHE	
M01387 A	LSE TYPE: CR PNG CR: 4578 LSE DATE: 1964 Nov 17 EFF DATE: 1964 Nov 17 EXP DATE: 1974 Nov 16 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 09 W5M NW 6 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. O-33) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 E General N/A ROFR Applies OPER: APACHE REF INT OPER CONT U00034 OPER: APACHE	

SCHEDULE "A"
ROFR SCHEDULE
Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00168 ROFR SCHEUDLE

Report Date: Feb 02, 2017 7:04 pm
Page 2 of 3
Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M01403 A	LSE TYPE: CR PNG CR: 103670 LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M NW 1, NE 2, NE 9, NE 10, 11, W 12, SW 13, S 14, S 15 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. L-15, L-16, L-17, L-18, L-19, M-14, M-16, M-17, M-18, M-19, N-17, N-18, N-19, O-18, O-19) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A ROFR Applies OPER: APACHE	
M01404 A	LSE TYPE: CR PNG CR: 4359 LSE DATE: 1964 Sep 22 EFF DATE: 1964 Sep 22 EXP DATE: 1974 Sep 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M E 12, N&SE 13, N 14, NE 15, SE 22, S 23, SW 24 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. J-16, J-17, J-18, J-19, K-16, K-17, K-18, K-19, K-20, L-20, M-20, N-20) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A ROFR Applies OPER: APACHE	
M01405 A	LSE TYPE: CR PNG CR: 4624 LSE DATE: 1965 Feb 02 EFF DATE: 1965 Feb 02 EXP DATE: 1975 Feb 01 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M NW 15, SW 22 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. J-15, K-15) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A ROFR Applies OPER: APACHE	
M01406 A	LSE TYPE: CR PNG CR: 103672 LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10	TWP 070 RGE 11 W5M SE 19 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. J-10) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325 ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A ROFR Applies OPER: APACHE	

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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: 15				REF INT OPER CONT U00034 OPER: APACHE	
M01390 A	LSE TYPE: CR PNG CR: 103673 LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M N 21, N 22, NE 23, NW 24, S&NW 26, S&NW 27, 28, S 33, S 34 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. F-13, F-14, F-15, F-16, G-13, G-14, G-15, G-17, H-13, H-14, H-15, H-16, H-17, H-18, I-13, I-14, I-15, I-16, I-18, I-19) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325% ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A OPER: APACHE REF INT OPER CONT U00034 OPER: APACHE	
M01392 A	LSE TYPE: CR PNG CR: 103673A LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M NW 23 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. I-17) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325% ROFR Applies REF INT: UNIT PENGROWTH 19.555762%	CUR INT OPER CONT C00168 A General N/A OPER: APACHE REF INT OPER CONT U00034 OPER: APACHE	
M01391 A	LSE TYPE: CR PNG CR: 103674 LSE DATE: 1955 Aug 11 EFF DATE: 1955 Aug 11 EXP DATE: 1976 Aug 10 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 070 RGE 11 W5M NE 30, SE 31 (HOUSE MOUNTAIN UNIT NO. 1 - TRACT NO. F-10, G-10) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 33.3325%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 33.3325% ROFR Applies REF INT: UNIT PENGROWTH 19.297353%	CUR INT OPER CONT C00168 A General N/A OPER: APACHE REF INT OPER CONT U00034 OPER: APACHE	

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ROFR SCHEDULE
Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00418 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00682 A	LSE TYPE: CR PNG	TWP 064 RGE 11 W5M SE 34	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 2950	PNG TO BASE BEAVERHILL_LAKE	PENGROWTH 50.0%	ALL S/S	C00418 A	
	LSE DATE: 1964 May 05	EXCL PNG IN SWAN_HILLS		BASED ON 100.0%	General N/A	
	EFF DATE: 1964 May 05			PDBY PENGROWTH 50.0%	ROFR Applies	
	EXP DATE: 1974 May 04				OPER: PENNWE2	
	INT TYPE: WI					
M00682 B	MNRL INT: 100.0					
	EXT CODE: 15					
	LSE TYPE: CR PNG	TWP 064 RGE 11 W5M SE 34	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 2950	(SOUTH SWAN HILLS UNIT -	PENGROWTH 50.0%	ALL S/S	C00418 B	
	LSE DATE: 1964 May 05	TRACT NO. 194)		BASED ON 100.0%	General N/A	
	EFF DATE: 1964 May 05	PNG IN SWAN_HILLS		PDBY PENGROWTH 50.0%	ROFR Applies	
	EXP DATE: 1974 May 04			REF INT: UNIT	OPER: PENNWE2	
	INT TYPE: WI			PENGROWTH 9.535712%		
	MNRL INT: 100.0				REF INT OPER CONT	
	EXT CODE: 15				U00020	
					OPER: PENNWE2	

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ROFR SCHEDULE
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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M00782 A	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M W 1, 2-4,	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 114093	9, N 10, N&SE 11, SE 12	PENGROWTH 36.2480443%	ALL S/S	C00471 A	
	LSE DATE: 1959 Feb 20	PNG TO BASE BEAVERHILL_LAKE		BASED ON 100.0%	CAPL 1981	
	EFF DATE: 1959 Jan 28	EXCL PNG IN SWAN_HILLS		PDBY PENGROWTH 36.2480. ROFR Applies	ROFR Applies	
	EXP DATE: 1980 Jan 27			OPER: CANNATUR	OPER: CANNATUR	
	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 2.5%	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 23.7480443%	C00726 A	
				PDBY PENGROWTH 100.0%	General N/A	
					No ROFR Applies	
M00782 B	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M W 1, 2-4,	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 114093	9-11, W 12	PENGROWTH 36.2480443%	ALL S/S	C00471 D	
	LSE DATE: 1959 Feb 20	(SWAN HILLS UNIT NO. 1 -		BASED ON 100.0%	CAPL 1981	
	EFF DATE: 1959 Jan 28	TRACT NOS. 1E, 2E, 3E, 4E,		PDBY PENGROWTH 36.2480. ROFR Applies	ROFR Applies	
	EXP DATE: 1980 Jan 27	5E, 6E, 7E, 8E, 17E, 18E,		OPER: CANNATUR	OPER: CANNATUR	
	INT TYPE: WI	19E, 20E, 21E, 22E, 23E, 26E,		NONCONV GOR		
	MNRL INT: 100.0	27E, 28E, 29E, 30E, 31E, 32E,		ALL 2.5%	REF INT OPER CONT	
	EXT CODE: 15	41E, 42E, 43E, 44E, 45E, 46E,		BASED ON 23.7480443%	U00028	
		47E)		PDBY PENGROWTH 100.0%	OPER: CANNATUR	
		PNG IN SWAN_HILLS (UNITIZED		REF INT: UNIT	ROYALTY LINKS	
		ZONE SWAN HILLS UNIT NO. 1)		PENGROWTH 24.0087878%	C00726 A	
					General N/A	
					No ROFR Applies	
M00782 D	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M S 10, SW	CUR INT: WI	NONCONV GOR	CUR INT OPER CONT	
	CR: 114093	11, SW 12	PENGROWTH 36.2480443%	ALL 2.5%	C00471 A	
	LSE DATE: 1959 Feb 20	PNG BELOW BASE NISKU TO BASE		BASED ON 23.7480443%	CAPL 1981	
	EFF DATE: 1959 Jan 28	BEAVERHILL_LAKE		PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 1980 Jan 27	EXCL PNG IN SWAN_HILLS		OPER: CANNATUR	OPER: CANNATUR	
	INT TYPE: WI			SLIDING SCALE		
	MNRL INT: 100.0			ALL S/S	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 100.0%	C00726 A	
				PDBY PENGROWTH 36.2480. General N/A	General N/A	
					No ROFR Applies	

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M00779 A	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M 6	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480. General N/A	CUR INT OPER CONT C00471 A CAPL 1981 ROFR Applies OPER: CANNATUR ROYALTY LINKS C00726 A General N/A No ROFR Applies	
	CR: 120041	TWP 067 RGE 11 W5M SE 1				
	LSE DATE: 1960 Sep 16	PNG TO BASE BEAVERHILL_LAKE				
	EFF DATE: 1960 May 30	EXCL PNG IN SWAN_HILLS				
	EXP DATE: 1981 May 29					
	INT TYPE: WI					
	MNRL INT: 100.0 EXT CODE: 15					
M00779 B	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M SE 6	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480. OPER: CANNATUR	CUR INT OPER CONT C00471 D CAPL 1981 ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 General N/A No ROFR Applies	
	CR: 120041					
	LSE DATE: 1960 Sep 16	PNG IN SWAN_HILLS				
	EFF DATE: 1960 May 30	(SWAN HILLS UNIT NO. 1 -				
	EXP DATE: 1981 May 29	TRACT NO. 11E)				
	INT TYPE: WI					
	MNRL INT: 100.0 EXT CODE: 15					
M00779 C	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M SW 6	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480. OPER: CANNATUR	CUR INT OPER CONT C00471 D CAPL 1981 ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 General N/A No ROFR Applies	
	CR: 120041					
	LSE DATE: 1960 Sep 16	PNG IN SWAN_HILLS				
	EFF DATE: 1960 May 30	(SWAN HILLS UNIT NO. 1 -				
	EXP DATE: 1981 May 29	TRACT NO. 12E)				
	INT TYPE: WI					
	MNRL INT: 100.0 EXT CODE: 15					

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M00779 D	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M NW 6	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% OPER: CANNATUR	ROYALTY LINKS C00726 A General N/A No ROFR Applies	
	CR: 120041					
	LSE DATE: 1960 Sep 16	PNG IN SWAN_HILLS				
	EFF DATE: 1960 May 30	(SWAN HILLS UNIT NO. 1 -				
	EXP DATE: 1981 May 29	TRACT NO. 13E)				
	INT TYPE: WI			SLIDING SCALE	REF INT OPER CONT	
	MNRL INT: 100.0			ALL S/S	U00028	
	EXT CODE: 15			BASED ON 100.0% PDBY PENGROWTH 36.2480. OPER: CANNATUR		
M00779 E	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M NE 6	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% OPER: CANNATUR	ROYALTY LINKS C00726 A General N/A No ROFR Applies	
	CR: 120041					
	LSE DATE: 1960 Sep 16	PNG IN SWAN_HILLS				
	EFF DATE: 1960 May 30	(SWAN HILLS UNIT NO. 1 -				
	EXP DATE: 1981 May 29	TRACT NO.14E)				
	INT TYPE: WI			SLIDING SCALE	REF INT OPER CONT	
	MNRL INT: 100.0			ALL S/S	U00028	
	EXT CODE: 15			BASED ON 100.0% PDBY PENGROWTH 36.2480. OPER: CANNATUR		
			REF INT: UNIT PENGROWTH 24.0087878%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% OPER: CANNATUR	ROYALTY LINKS C00726 A General N/A No ROFR Applies	

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M00779 F	LSE TYPE: CR PNG CR: 120041 LSE DATE: 1960 Sep 16 EFF DATE: 1960 May 30 EXP DATE: 1981 May 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M SE 1 PNG IN SWAN_HILLS (SWAN HILLS UNIT NO. 1 - TRACT NO. 1D)	CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% ROFR Applies OPER: CANNATUR SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480: OPER: CANNATUR REF INT: UNIT ROYALTY LINKS PENGROWTH 24.0087878% C00726 A General N/A No ROFR Applies	CUR INT OPER CONT C00471 D CAPL 1981 ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 PDBY PENGROWTH 36.2480: OPER: CANNATUR	
M00781 A	LSE TYPE: CR PNG CR: 110973 LSE DATE: 1958 Mar 10 EFF DATE: 1957 Nov 15 EXP DATE: 1978 Nov 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M 17-20, 29, 30 TWP 067 RGE 11 W5M 13, 24, S&NE 25 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 36.2480443%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480: ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% General N/A No ROFR Applies	CUR INT OPER CONT C00471 A CAPL 1981 ROFR Applies OPER: CANNATUR ROYALTY LINKS C00726 A General N/A No ROFR Applies	
M00781 B	LSE TYPE: CR PNG CR: 110973 LSE DATE: 1958 Mar 10 EFF DATE: 1957 Nov 15 EXP DATE: 1978 Nov 14 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M 17-20, 29, 30 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 57E, 58E, 59E, 60E, 61E, 62E, 63E, 64E, 81E, 82E, 83E, 84E, 85E, 86E, 87E, 88E, 105E, 106E, 107E, 108E, 109E, 110E, 111E, 112E) TWP 067 RGE 11 W5M 13, 24, S&NE 25	CUR INT: WI PENGROWTH 36.2480443%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.2480: ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 23.7480443% PDBY PENGROWTH 100.0% OPER: CANNATUR	CUR INT OPER CONT C00471 D CAPL 1981 ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 PDBY PENGROWTH 100.0% OPER: CANNATUR	

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M00781 C	LSE TYPE: CR PNG	(SWAN HILLS UNIT NO. 1 - TRACT NOS. 49D, 50D, 71D, 72D, 73D, 74D, 95D, 96D, 97D, 98D, 120D) PNG IN SWAN_HILLS		REF INT: UNIT PENGROWTH 24.0087878%	ROYALTY LINKS C00726 A General N/A No ROFR Applies	
	CR: 110973		CUR INT: WI PENGROWTH 36.2480443%	NONCONV GOR ALL 2.5%	CUR INT OPER CONT C00471 A	
	LSE DATE: 1958 Mar 10			BASED ON 23.7480443%	CAPL 1981	
	EFF DATE: 1957 Nov 15			PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 1978 Nov 14				OPER: CANNATUR	
M00780 A	INT TYPE: WI			SLIDING SCALE		
	MNRL INT: 100.0			ALL S/S	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 100.0%	C00726 A	
				PDBY PENGROWTH 36.2480	General N/A	
					No ROFR Applies	
M00780 B	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M 24 PNG TO BASE BANFF EXCL PNG IN PEKISKO	CUR INT: WI PENGROWTH 23.7480443%	SLIDING SCALE ALL S/S	CUR INT OPER CONT C00471 C	
	CR: 120042			BASED ON 100.0%	CAPL 1981	
	LSE DATE: 1960 Sep 16			PDBY PENGROWTH 23.7480	ROFR Applies	
	EFF DATE: 1960 May 30				OPER: CANNATUR	
	EXP DATE: 1981 May 29			NONCONV GOR		
M00780 B	INT TYPE: WI			ALL 2.5%	ROYALTY LINKS	
	MNRL INT: 100.0			BASED ON 23.7480443%	C00726 A	
	EXT CODE: 15			PDBY PENGROWTH 100.0%	General N/A	
					No ROFR Applies	
				SLIDING SCALE		
M00780 B	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M 24 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 73E, 74E, 95E, 96E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 36.2480443%	SLIDING SCALE ALL S/S	CUR INT OPER CONT C00471 D	
	CR: 120042			BASED ON 100.0%	CAPL 1981	
	LSE DATE: 1960 Sep 16			PDBY PENGROWTH 36.2480	ROFR Applies	
	EFF DATE: 1960 May 30				OPER: CANNATUR	
	EXP DATE: 1981 May 29			NONCONV GOR		
M00780 B	INT TYPE: WI			ALL 2.5%	REF INT OPER CONT	
	MNRL INT: 100.0			BASED ON 23.7480443%	U00028	
	EXT CODE: 15					

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M00780 C	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M 24	REF INT: APEN	NONCONV GOR	CUR INT OPER CONT	
	CR: 120042	(100/04-24-067-10W5/02	PENGROWTH 23.7480443%	ALL 2.5%	C00471 B	
	LSE DATE: 1960 Sep 16	PENALTY WELL)		BASED ON 23.7480443%	CAPL 1981	
	EFF DATE: 1960 May 30			PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 1981 May 29				OPER: CANNATUR	
	INT TYPE: PENALT					
	MNRL INT: 100.0				REF INT OPER CONT	
	EXT CODE: 15				C00471 B	
					CAPL 1981	
					ROFR Applies	
M00780 D	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M 24	CUR INT: WI	NONCONV GOR	CUR INT OPER CONT	
	CR: 120042	PNG BELOW BASE BANFF TO BASE	PENGROWTH 36.2480443%	ALL 2.5%	C00471 A	
	LSE DATE: 1960 Sep 16	BEAVERHILL_LAKE		BASED ON 23.7480443%	CAPL 1981	
	EFF DATE: 1960 May 30	EXCL PNG IN SWAN_HILLS		PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 1981 May 29				OPER: CANNATUR	
	INT TYPE: WI			SLIDING SCALE		

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MNRL INT: 100.0
EXT CODE: 15

M00783 A LSE TYPE: CR PNG TWP 067 RGE 10 W5M 33, 34, 35 CUR INT: WI NONCONV GOR CUR INT OPER CONT
CR: 112441 PNG TO BASE BEAVERHILL_LAKE PENGROWTH 36.2480443% C00471 A
LSE DATE: 1958 Aug 12 EXCL PNG IN SWAN_HILLS BASED ON 23.7480443% CAPL 1981
EFF DATE: 1958 May 06 PDBY PENGROWTH 100.0% ROFR Applies
EXP DATE: 1979 May 05 OPER: CANNATUR
INT TYPE: WI SLIDING SCALE
MNRL INT: 100.0 ALL S/S ROYALTY LINKS
EXT CODE: 15 BASED ON 100.0% C00726 A
PDBY PENGROWTH 36.2480. General N/A
No ROFR Applies

M00783 B LSE TYPE: CR PNG TWP 067 RGE 10 W5M 33, 34, 35 CUR INT: WI SLIDING SCALE CUR INT OPER CONT
CR: 112441 (SWAN HILLS UNIT NO. 1 - PENGROWTH 36.2480443% C00471 D
LSE DATE: 1958 Aug 12 TRACT NOS. 123E, 124E, 125E, BASED ON 100.0% CAPL 1981
EFF DATE: 1958 May 06 126E, 127E, 128E, 137E, 138E, PDBY PENGROWTH 36.2480. ROFR Applies
EXP DATE: 1979 May 05 139E, 140E, 141E, 142E) OPER: CANNATUR
INT TYPE: WI PNG IN SWAN_HILLS NONCONV GOR
MNRL INT: 100.0 ALL 2.5% REF INT OPER CONT
EXT CODE: 15 BASED ON 23.7480443% U00028
PDBY PENGROWTH 100.0% OPER: CANNATUR

REF INT: UNIT
PENGROWTH 24.0087878%
ROYALTY LINKS
C00726 A
General N/A
No ROFR Applies

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M00793 A	LSE TYPE: CR PNG CR: 114583 LSE DATE: 1959 Apr 21 EFF DATE: 1959 Apr 21 EXP DATE: 1980 Apr 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M E 8 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 33E, 40E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 30.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 30.0% NONCONV GOR ALL 2.5% BASED ON 30.0% PDBY PENGROWTH 100.0% REF INT: UNIT PENGROWTH 24.0087878% General N/A No ROFR Applies	CUR INT OPER CONT C00472 A General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	
M00792 A	LSE TYPE: CR PNG CR: 114608 LSE DATE: 1959 Apr 21 EFF DATE: 1959 Apr 21 EXP DATE: 1980 Apr 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M E 15 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 53E, 68E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 30.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 30.0% NONCONV GOR ALL 2.5% BASED ON 30.0% PDBY PENGROWTH 100.0% REF INT: UNIT PENGROWTH 24.0087878% General N/A No ROFR Applies	CUR INT OPER CONT C00472 A General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	

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Pengrowth Energy Corporation
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M00789 A	LSE TYPE: CR PNG CR: 111384 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M E 14 PNG TO BASE BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 20.8315%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 20.8315 ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 18.5996% PDBY PENGROWTH 100.0% General N/A No ROFR Applies	CUR INT OPER CONT C00473 A General N/A ROFR Applies OPER: CANNATUR ROYALTY LINKS C00726 C General N/A No ROFR Applies	
M00788 A	LSE TYPE: CR PNG CR: 111385 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M SE 23 PNG TO BASE BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 20.8315%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 20.8315 ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 18.5996% PDBY PENGROWTH 100.0% General N/A No ROFR Applies	CUR INT OPER CONT C00473 A General N/A ROFR Applies OPER: CANNATUR ROYALTY LINKS C00726 C General N/A No ROFR Applies	
M00787 A	LSE TYPE: CR PNG CR: 111386A LSE DATE: 1968 Jun 24 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M NE 26 PNG TO BASE BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 20.9195225%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 20.9195 ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 17.0% PDBY PENGROWTH 100.0% General N/A No ROFR Applies	CUR INT OPER CONT C00473 B General N/A ROFR Applies OPER: CANNATUR ROYALTY LINKS C00726 AE General N/A No ROFR Applies	

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Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00473B ROFR SCHEDULE

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M00788 C	LSE TYPE: CR PNG CR: 111385 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M NE 23 PNG IN SWAN_HILLS (SWAN HILLS UNIT NO. 1 - TRACT NO. 94D)	CUR INT: WI PENGROWTH 25.5142%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 25.5142 ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 23.2823% PDBY PENGROWTH 100.0% OPER: CANNATUR REF INT: UNIT PENGROWTH 24.0087878% General N/A No ROFR Applies	CUR INT OPER CONT C00473 C General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR ROYALTY LINKS C00726 AF General N/A No ROFR Applies	
M00786 B	LSE TYPE: CR PNG CR: 111386 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 11 W5M SE 26 (SWAN HILLS UNIT NO. 1 - TRACT NO. 99D) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 25.5142%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 25.5142 ROFR Applies OPER: CANNATUR NONCONV GOR ALL 2.5% BASED ON 23.2823% PDBY PENGROWTH 100.0% OPER: CANNATUR REF INT: UNIT PENGROWTH 24.0087878% General N/A No ROFR Applies	CUR INT OPER CONT C00473 C General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR ROYALTY LINKS C00726 AF General N/A No ROFR Applies	

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Pengrowth Energy Corporation
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M00788 B	LSE TYPE: CR PNG	TWP 067 RGE 11 W5M NE 23	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 111385	PNG TO BASE BEAVERHILL_LAKE	PENGROWTH 20.8315%	ALL S/S	C00473 D	
	LSE DATE: 1958 Apr 22	EXCL PNG IN SWAN_HILLS		BASED ON 100.0%	General N/A	
	EFF DATE: 1958 Apr 22			PDBY PENGROWTH 20.8315	ROFR Applies	
	EXP DATE: 1979 Apr 21				OPER: CANNATUR	
	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 2.5%	ROYALTY LINKS	
M00786 A	LSE TYPE: CR PNG	TWP 067 RGE 11 W5M SE 26	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 111386	PNG TO BASE BEAVERHILL_LAKE	PENGROWTH 20.8315%	ALL S/S	C00473 D	
	LSE DATE: 1958 Apr 22	EXCL PNG IN SWAN_HILLS		BASED ON 100.0%	General N/A	
	EFF DATE: 1958 Apr 22			PDBY PENGROWTH 20.8315	ROFR Applies	
	EXP DATE: 1979 Apr 21				OPER: CANNATUR	
	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 2.5%	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 18.5996%	C00726 C	
				PDBY PENGROWTH 100.0%	General N/A	
					No ROFR Applies	

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Pengrowth Energy Corporation
Mineral Schedule "A" Report - C00474A ROFR SCHEDULE

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M00790 A	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M E 16	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 113094	PNG TO BASE BEAVERHILL_LAKE	PENGROWTH 10.1%	ALL S/S	C00474 A	
	LSE DATE: 1958 Oct 21	EXCL PNG IN SWAN_HILLS		BASED ON 100.0%	General N/A	
	EFF DATE: 1958 Oct 21			PDBY PENGROWTH 10.1%	ROFR Applies	
	EXP DATE: 1979 Oct 20				OPER: CANNATUR	
	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 2.5%	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 5.0%	C00726 AG	
				PDBY PENGROWTH 100.0%	General N/A	
					No ROFR Applies	
M00791 A	LSE TYPE: CR PNG	TWP 067 RGE 10 W5M E 28	CUR INT: WI	SLIDING SCALE	CUR INT OPER CONT	
	CR: 113096	PNG TO BASE BEAVERHILL_LAKE	PENGROWTH 31.6%	ALL S/S	C00474 D	
	LSE DATE: 1958 Oct 21	EXCL PNG IN SWAN_HILLS		BASED ON 100.0%	General N/A	
	EFF DATE: 1958 Oct 21			PDBY PENGROWTH 31.6%	ROFR Applies	
	EXP DATE: 1979 Oct 20				OPER: CANNATUR	
	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 2.5%	ROYALTY LINKS	
	EXT CODE: 15			BASED ON 5.0%	C00726 AG	
				PDBY PENGROWTH 100.0%	General N/A	
					No ROFR Applies	

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M00790 B	LSE TYPE: CR PNG CR: 113094 LSE DATE: 1958 Oct 21 EFF DATE: 1958 Oct 21 EXP DATE: 1979 Oct 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M E 16 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 55E, 66E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 20.8%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 20.8% NONCONV GOR ALL 2.5% BASED ON 15.7% PDBY PENGROWTH 100.0% REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C00474 B General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR ROYALTY LINKS C00726 AH General N/A No ROFR Applies	
M00791 B	LSE TYPE: CR PNG CR: 113096 LSE DATE: 1958 Oct 21 EFF DATE: 1958 Oct 21 EXP DATE: 1979 Oct 20 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M E 28 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 103E, 114E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 42.3%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 42.3% NONCONV GOR ALL 2.5% BASED ON 15.7% PDBY PENGROWTH 100.0% REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C00474 C General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR ROYALTY LINKS C00726 AH General N/A No ROFR Applies	

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Mineral Schedule "A" Report - C00930 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M02789 A	LSE TYPE: CR PNG CR: 122818 LSE DATE: 1961 Aug 01 EFF DATE: 1961 Aug 01 EXP DATE: 1982 Jul 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 065 RGE 11 W5M W 26 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 40.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 40.0%	CUR INT OPER CONT C00930 A General N/A ROFR Applies OPER: PENNWE2	
M02789 B	LSE TYPE: CR PNG CR: 122818 LSE DATE: 1961 Aug 01 EFF DATE: 1961 Aug 01 EXP DATE: 1982 Jul 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 065 RGE 11 W5M W 26 (SOUTH SWAN HILLS UNIT - TRACT NOS. 140, 141) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 40.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 40.0% REF INT: UNIT PENGROWTH 9.535712%	CUR INT OPER CONT C00930 B General N/A ROFR Applies OPER: PENNWE2 REF INT OPER CONT U00020 OPER: PENNWE2	
M02942 A	LSE TYPE: CR PNG CR: 122821 LSE DATE: 1961 Aug 01 EFF DATE: 1961 Aug 01 EXP DATE: 1982 Jul 31 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 066 RGE 11 W5M E 3 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 40.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 40.0%	CUR INT OPER CONT C00930 A General N/A ROFR Applies OPER: PENNWE2	
M02942 B	LSE TYPE: CR PNG CR: 122821 LSE DATE: 1961 Aug 01 EFF DATE: 1961 Aug 01 EXP DATE: 1982 Jul 31 INT TYPE: UNIT MNRL INT: 100.0 EXT CODE: 15	TWP 066 RGE 11 W5M E 3 (SOUTH SWAN HILLS UNIT - TRACT NOS. 142, 143) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 40.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 40.0% REF INT: UNIT PENGROWTH 9.535712%	CUR INT OPER CONT C00930 B General N/A ROFR Applies OPER: PENNWE2 REF INT OPER CONT U00020	

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OPER: PENNWE2

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Mineral Schedule "A" Report - C01219 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M03401 A	LSE TYPE: CR PNG CR: 25412 LSE DATE: 1971 Jul 27 EFF DATE: 1971 Jul 27 EXP DATE: 1981 Jul 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 066 RGE 10 W5M SW 16 PNG TO BASE BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 50.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 50.0%	CUR INT OPER CONT C01219 A CAPL 1990 ROFR Applies OPER: CANNATUR	

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Mineral Schedule "A" Report - C01224A ROFR SCHEDULE

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M03404 A	LSE TYPE: CR PNG CR: 111394 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 16 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 10.625%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 10.625% ROFR Applies OPER: CANNATUR	CUR INT OPER CONT C01224 A General N/A	
M16561 A	LSE TYPE: CR PNG CR: 111380 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 21 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies OPER: CANNATUR	CUR INT OPER CONT C01224 C General N/A	
M16562 A	LSE TYPE: CR PNG CR: 111381 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 28 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies OPER: CANNATUR	CUR INT OPER CONT C01224 C General N/A	
M03389 A	LSE TYPE: CR PNG CR: 111382 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M S 31 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 10.625%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 10.625% ROFR Applies OPER: CANNATUR	CUR INT OPER CONT C01224 A General N/A	

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M16563 A	LSE TYPE: CR PNG CR: 111383 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M S 32 PNG TO BASE BEAVERHILL_LAKE EXCL PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies OPER: CANNATUR	CUR INT OPER CONT C01224 C General N/A	

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Mineral Schedule "A" Report - C01224B ROFR SCHEDULE

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M03404 B	LSE TYPE: CR PNG CR: 111394 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 16 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 56E, 65E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 10.625%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 10.625% ROFR Applies REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C01224 B General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	
M16561 B	LSE TYPE: CR PNG CR: 111380 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 21 (SWAN HILLS UNIT NO. 1 - TRACT NOS 80E, 89E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C01224 D General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	
M16562 B	LSE TYPE: CR PNG CR: 111381 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M W 28 (SWAN HILLS UNIT NO. 1 - TRACT NOS 104E, 113E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C01224 D General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	
M03389 B	LSE TYPE: CR PNG CR: 111382 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI	TWP 067 RGE 10 W5M S 31 (SWAN HILLS UNIT NO. 1 - TRACT NOS. 131E, 132E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 10.625%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 10.625% ROFR Applies REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C01224 B General N/A ROFR Applies OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	

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	MNRL INT: 100.0 EXT CODE: 15				REF INT OPER CONT U00028 OPER: CANNATUR	
M16563 B	LSE TYPE: CR PNG CR: 111383 LSE DATE: 1958 Apr 22 EFF DATE: 1958 Apr 22 EXP DATE: 1979 Apr 21 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 10 W5M S 32 (SWAN HILLS UNIT NO. 1 - TRACT NOS 129E, 130E) PNG IN SWAN_HILLS	CUR INT: WI PENGROWTH 31.875%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 31.875% ROFR Applies REF INT: UNIT PENGROWTH 24.0087878%	CUR INT OPER CONT C01224 D General N/A OPER: CANNATUR REF INT OPER CONT U00028 OPER: CANNATUR	

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Mineral Schedule "A" Report - C02499 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05193 A	LSE TYPE: CR PNG CR: 116659 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 13 W5M NE 13, SEC 24 PNG TO TOP BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 50.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 50.0%	CUR INT OPER CONT C02499 A CAPL 1971 ROFR Applies OPER: PENGROWTH	

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Pengrowth Energy Corporation
Mineral Schedule "A" Report - C02500 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05183 B	LSE TYPE: CR PNG CR: 38401 LSE DATE: 1975 Mar 19 EFF DATE: 1975 Mar 19 EXP DATE: 1985 Mar 18 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 060 RGE 12 W5M NW 27, NE 28, S 33, SW 34 PNG IN BEAVERHILL_LAKE EXCL PNG IN BEAVERHILL_LAKE_A	CUR INT: WI PENGROWTH 37.5%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 37.5%	CUR INT OPER CONT C02500 A General N/A ROFR Applies OPER: PENGROWTH	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05181 A	LSE TYPE: CR PNG CR: 30594 LSE DATE: 1973 Mar 19 EFF DATE: 1973 Jan 09 EXP DATE: 1983 Jan 08 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 11, SE 14 PNG TO TOP BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 81.756%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 81.756% ROFR Applies NONCONV NPI OIL 10.0% BASED ON 21.756% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C02503 A CAPL 1971 OPER: PENGROWTH ROYALTY LINKS C02653 F General N/A No ROFR Applies	

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M05198 B	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 12 PNG BELOW BASE SHUNDA TO TOP BEAVERHILL_LAKE	CUR INT: WI PENGROWTH 70.4112%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 70.4112' ROFR Applies OPER: PENGROWTH NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 62.184% General 0000 NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 62.184% C06088 D General N/A NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 62.184% No ROFR Applies C06087 H General N/A No ROFR Applies	CUR INT OPER CONT C02505 A CAPL 1971 OPER: PENGROWTH REF INT OPER CONT C12107 C ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C06089 H General N/A No ROFR Applies C06087 H General N/A No ROFR Applies	

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M05198 D	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M S 13 PNG TO BASE CARDIUM	CUR INT: WI PENGROWTH 53.473847%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% ROFR Applies OPER: PENGROWTH SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 53.4738: General 0000 NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 40.5371: C02653 A General N/A NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: No ROFR Applies C06088 C General N/A NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: General N/A No ROFR Applies	CUR INT OPER CONT C02505 D CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 B ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C06087 C General N/A No ROFR Applies C06089 C General N/A No ROFR Applies	
M05204 C	LSE TYPE: CR PNG CR: 32022 LSE DATE: 1973 Aug 09 EFF DATE: 1973 Aug 09 EXP DATE: 1983 Aug 08 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M NE 13 PNG TO BASE CARDIUM	CUR INT: WI PENGROWTH 53.473847%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% ROFR Applies OPER: PENGROWTH SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 53.4738: General 0000 ROFR Not Applicable	CUR INT OPER CONT C02505 D CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 A General 0000 ROFR Not Applicable	

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				NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 40.5371: C02653 A	OPER: PENGROWTH ROYALTY LINKS C02653 A General N/A	
				NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: No ROFR Applies	No ROFR Applies C04653 A General N/A C04654 A	
				NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: General N/A	General N/A No ROFR Applies C04655 A No ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05198 A	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 12 PNG BELOW BASE NORDEGG TO BASE SHUNDA	CUR INT: WI PENGROWTH 56.2698%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 56.2698% NONCONV NPI OIL 10.0% BASED ON 7.6146% PDBY PENGROWTH 100.0% NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 62.184% NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 62.184% NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 62.184%	CUR INT OPER CONT C02505 C CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 C General 0000 ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C02653 E General N/A No ROFR Applies C06088 D General N/A No ROFR Applies C06089 H General N/A No ROFR Applies C06087 H General N/A No ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05198 E	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 12 PNG TO BASE CARDIUM	CUR INT: WI PENGROWTH 36.7768704%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.7768 NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 37.2709 NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 37.2709 NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 37.2709	CUR INT OPER CONT C02505 E CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 B General 0000 ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C02653 A General N/A No ROFR Applies C06087 A General N/A No ROFR Applies C06088 A General N/A No ROFR Applies C06089 A General N/A No ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05198 F	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 12 PNG BELOW BASE MANNVILLE TO BASE NORDEGG	CUR INT: WI PENGROWTH 38.621167%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% ROFR Applies OPER: PENGROWTH SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 38.621167 General 0000 NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 39.6280 C02653 A General N/A NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 39.6280 No ROFR Applies C06087 B General N/A PDBY PENGROWTH 39.6280 No ROFR Applies C06088 B General N/A ALL 2.0% No ROFR Applies C06089 B PDBY PENGROWTH 39.6280 General N/A No ROFR Applies	CUR INT OPER CONT C02505 F CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 C General 0000 ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C02653 A General N/A No ROFR Applies C06087 B General N/A No ROFR Applies C06088 B General N/A No ROFR Applies C06089 B General N/A No ROFR Applies	
M05198 I	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M 12 PNG FROM BASE CARDIUM TO BASE MANNVILLE	CUR INT: WI PENGROWTH 36.7768704%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% ROFR Applies OPER: PENGROWTH NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 37.2709 General 0000 ROFR Not Applicable	CUR INT OPER CONT C02505 H CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 C General 0000 ROFR Not Applicable	

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				NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 37.2709 C02653 A	OPER: PENGROWTH ROYALTY LINKS C02653 A General N/A	
				NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 37.2709 No ROFR Applies	No ROFR Applies C06087 A General N/A C06088 A	
				SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 36.7768 General N/A	General N/A No ROFR Applies C06089 A General N/A No ROFR Applies	

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M05198 H	LSE TYPE: CR PNG CR: 116661 LSE DATE: 1959 Sep 18 EFF DATE: 1959 May 27 EXP DATE: 1980 May 26 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M S 13 PNG FROM BASE CARDIUM TO BASE NORDEGG	CUR INT: WI PENGROWTH 53.473847%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% OPER: PENGROWTH NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 40.5371: General 0000 NONCONV NR ALL 1.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: C02653 A General N/A NONCONV NR ALL 2.0% BASED ON 30.0% PDBY PENGROWTH 40.5371: No ROFR Applies SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 53.4738: General N/A No ROFR Applies	CUR INT OPER CONT C02505 G CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 D General 0000 ROFR Not Applicable OPER: PENGROWTH ROYALTY LINKS C02653 A General N/A No ROFR Applies C06087 C General N/A No ROFR Applies C06088 C General N/A No ROFR Applies C06089 C General N/A No ROFR Applies	
M05204 D	LSE TYPE: CR PNG CR: 32022 LSE DATE: 1973 Aug 09 EFF DATE: 1973 Aug 09 EXP DATE: 1983 Aug 08 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 13 W5M NE 13 PNG BELOW BASE CARDIUM TO BASE NORDEGG	CUR INT: WI PENGROWTH 53.473847%	NONCONV NPI OIL 10.0% BASED ON 89.112768% PDBY PENGROWTH 100.0% OPER: PENGROWTH NONCONV NR ALL 0.5% BASED ON 30.0% PDBY PENGROWTH 40.5371: General 0000 ROFR Not Applicable	CUR INT OPER CONT C02505 G CAPL 1971 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C12107 A General 0000 ROFR Not Applicable	

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				NONCONV NR	OPER: PENGROWTH	
				ALL 1.0%		
				BASED ON 30.0%	ROYALTY LINKS	
				PDBY PENGROWTH 40.5371: C04653 A		
					General N/A	
				NONCONV NR	No ROFR Applies	
				ALL 2.0%	C04654 A	
				BASED ON 30.0%	General N/A	
				PDBY PENGROWTH 40.5371: No ROFR Applies		
					C04655 A	
				SLIDING SCALE	General N/A	
				ALL S/S	No ROFR Applies	
				BASED ON 100.0%	C02653 A	
				PDBY PENGROWTH 53.4738: General N/A		
					No ROFR Applies	
				NONCONV NR		
				ALL 0.5%		
				BASED ON 30.0%		
				PDBY PENGROWTH 53.4738:		

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05190 A	LSE TYPE: CR PNG CR: 121791 LSE DATE: 1961 May 02 EFF DATE: 1961 May 02 EXP DATE: 1982 May 01 INT TYPE: ORR MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 11 W5M SEC 32 PNG TO BASE PEKISKO EXCL PNG IN DETRITAL_SAND	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA RENT INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 A CAPL 1990 ROFR Applies	
M05213 A	LSE TYPE: CR PNG CR: 126248 LSE DATE: 1962 Jun 11 EFF DATE: 1961 Oct 10 EXP DATE: 1982 Oct 09 INT TYPE: ORR MNRL INT: 100.0 EXT CODE: 15	TWP 061 RGE 12 W5M N 4, S 9 PNG TO TOP BLUESKY	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA RENT INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 A CAPL 1990 ROFR Applies	
M05206 A	LSE TYPE: CR PNG CR: 126249	TWP 61 RGE 12 W5M S 8 PNG TO TOP BLUESKY	ROYALTY INT SLIDING SCALE		CUR INT OPER CONT C02629 A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05208 A	LSE DATE: 1962 Jun 11	TWP 061 RGE 12 W5M N 15, 22 PNG TO BASE PEKISKO	ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CAPL 1990 ROFR Applies OPER: TAQA RENT INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 A CAPL 1990 ROFR Applies	
	EFF DATE: 1961 Oct 10					
	EXP DATE: 1982 Oct 09					
	INT TYPE: ORR					
	MNRL INT: 100.0					
	EXT CODE: 15					
M05214 A	LSE TYPE: CR PNG	TWP 061 RGE 12 W5M N 23 PNG TO BASE PEKISKO	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA RENT INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 A CAPL 1990 ROFR Applies	
	CR: 126251					
	LSE DATE: 1962 Jun 11					
	EFF DATE: 1961 Oct 10					
	EXP DATE: 1982 Oct 09					
	INT TYPE: ORR					
	MNRL INT: 100.0					
	EXT CODE: 15					
M05214 A	LSE TYPE: CR PNG	TWP 061 RGE 12 W5M N 23 PNG TO BASE PEKISKO	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0)		CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies	
	CR: 124027					
	LSE DATE: 1961 Oct 24					
	EFF DATE: 1961 Oct 24					

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05194 A	EXP DATE: 1982 Oct 23	TWP 062 RGE 11 W5M 5 PNG TO BASE PEKISKO EXCL PNG IN DETRITAL_SAND	GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		OPER: TAQA	
	INT TYPE: ORR					
	MNRL INT: 100.0				RENT INT OPER CONT	
	EXT CODE: 15				C02629 A	
					CAPL 1990	
					ROFR Applies	
					OPER: TAQA	
					ROYALTY LINKS	
					C02629 A	
					CAPL 1990	
					ROFR Applies	
					OPER: TAQA	
					ROYALTY LINKS	
					C02629 A	
					CAPL 1990	
					ROFR Applies	
					OPER: TAQA	
					ROYALTY LINKS	
					C02629 A	
					CAPL 1990	
M05201 A	LSE TYPE: CR PNG	TWP 62 RGE 11 W5M S 8 PNG TO BASE PEKISKO EXCL PNG IN DETRITAL_SAND	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CUR INT OPER CONT	
	CR: 80				C02629 A	
	LSE DATE: 1962 Jul 31				CAPL 1990	
	EFF DATE: 1962 Jul 31				ROFR Applies	
	EXP DATE: 1972 Jul 30				OPER: TAQA	
	INT TYPE: ORR					
					ROYALTY LINKS	
					C02629 A	
					CAPL 1990	
					ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05175 A	LSE TYPE: CR PNG CR: 117795 LSE DATE: 1960 Jan 19 EFF DATE: 1960 Jan 19 EXP DATE: 1981 Jan 18 INT TYPE: ORR MNRL INT: 100.0 EXT CODE: 15	TWP 62 RGE 12 W5M N 11 PNG TO BASE PEKISKO	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 54.39% PDTO PENGROWTH 100.0%		RENT INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 A CAPL 1990 ROFR Applies	
M05185 F	LSE TYPE: CR PNG CR: 116439 LSE DATE: 1959 Aug 25 EFF DATE: 1959 Apr 02 EXP DATE: 1980 Apr 01 INT TYPE: ORR MNRL INT: 100.0 EXT CODE: 15	TWP 062 RGE 12 W5M S 11, S 12 PNG TO BASE PEKISKO	ROYALTY INT SLIDING SCALE ALL S/S 23.83650 (MIN 5.0 MAX 15.0) GAS 15.0% BASED ON 100.0% PDTO PENGROWTH 100.0%		CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA ROYALTY LINKS C02629 C CAPL 1990 ROFR Applies	
					CUR INT OPER CONT C02629 A CAPL 1990 ROFR Applies OPER: TAQA RENT INT OPER CONT C02629 A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05185 J	LSE TYPE: CR PNG	TWP 062 RGE 11 W5M 6, S 7	ROYALTY INT		CAPL 1990	
	CR: 116439	TWP 062 RGE 12 W5M 1	SLIDING SCALE		ROFR Applies	
	LSE DATE: 1959 Aug 25	PNG TO BASE PEKISKO	ALL S/S 23.83650		OPER: TAQA	
	EFF DATE: 1959 Apr 02	EXCL PNG IN DETRITAL_SAND	(MIN 5.0 MAX 15.0)		ROYALTY LINKS	
	EXP DATE: 1980 Apr 01		GAS 15.0%		C02629 A	
	INT TYPE: ORR		BASED ON 100.0%		CAPL 1990	
	MNRL INT: 100.0		PDTO PENGROWTH 100.0%		ROFR Applies	
	EXT CODE: 15				OPER: TAQA	
					ROYALTY LINKS	
					C02629 A	
M05196 A	LSE TYPE: CR PNG	TWP 62 RGE 12 W5M N 12	ROYALTY INT		CAPL 1990	
	CR: 121792	PNG TO BASE PEKISKO	SLIDING SCALE		ROFR Applies	
	LSE DATE: 1961 May 02		ALL S/S 23.83650		OPER: TAQA	
	EFF DATE: 1961 May 02		(MIN 5.0 MAX 15.0)		CUR INT OPER CONT	
	EXP DATE: 1982 May 01		GAS 15.0%		C02629 A	
	INT TYPE: ORR		BASED ON 100.0%		CAPL 1990	
	MNRL INT: 100.0		PDTO PENGROWTH 100.0%		ROFR Applies	
	EXT CODE: 15				ROYALTY LINKS	
					C02629 A	
					CAPL 1990	

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OPER: TAQA

ROYALTY LINKS
C02629 A
CAPL 1990
ROFR Applies

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ROFR SCHEDULE "A" REPORT – C02649

WELL LICENCE NO.	UNIQUE WELL IDENTIFIER	WELL NAME	CURRENT LICENSEE	PENGROWTH'S INTEREST
22597	00/10-36-061-13W5/02	PENGROWTH CARSON 10-36-61-13	PENGROWTH	50%

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ROFR SCHEDULE "A" REPORT – C04967

WELL LICENCE NO.	UNIQUE WELL IDENTIFIER	WELL NAME	CURRENT LICENSEE	PENGROWTH'S INTEREST
0292828	100/05-12-067-19W5/00	COP GOOSER 5-12-67- 19	CONOCO RESOURCES	77.5%

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M14143 A	LSE TYPE: CR PNG CR: 105640A LSE DATE: 1956 May 24 EFF DATE: 1956 May 24 EXP DATE: 1977 May 23 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 18 W5M 29 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 70.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 70.0%	CUR INT OPER CONT C04986 A CAPL 1990 ROFR Applies OPER: PENGROWTH	
M14142 A	LSE TYPE: CR PNG CR: 105889A LSE DATE: 1956 May 24 EFF DATE: 1956 May 24 EXP DATE: 1961 May 23 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 067 RGE 18 W5M 30 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 70.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 70.0%	CUR INT OPER CONT C04986 A CAPL 1990 ROFR Applies OPER: PENGROWTH	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M16989 B	LSE TYPE: CR PNG CR: 0509120357 LSE DATE: 2009 Dec 17 EFF DATE: 2009 Dec 17 EXP DATE: 2014 Dec 16 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 13 W5M S & NW 13 PNG IN BEAVERHILL_LAKE (EXCL 100/13-13-061-13W5/00 WELL & PRODUCTION)	REF INT: WI PENGROWTH 95.11682%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 95.1168; No ROFR Applies OPER: PENGROWTH	CUR INT OPER CONT C05986 A CAPL 1990 No ROFR Applies OPER: PENGROWTH	
			CUR INT: POOL PENGROWTH 71.337615%		REF INT OPER CONT C05751 D CAPL 1990 ROFR Applies OPER: PENGROWTH	
					RENT INT OPER CONT C05986 A CAPL 1990 No ROFR Applies OPER: PENGROWTH	

SCHEDULE "A"
ROFR SCHEDULE

Pengrowth Energy Corporation
Mineral Schedule "A" Report - C05757 ROFR A
C05757 ROFR - ROYALTY AGREEMENT DATED AUG 16 2006

Report Date: Feb 17, 2017 8:51 am
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M05211 G	LSE TYPE: CR PNG CR: 756 LSE DATE: 1962 Apr 24 EFF DATE: 1961 Oct 10 EXP DATE: 1982 Oct 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M SE 5 (CARSON CREEK BEAVERHILL LAKE UNIT #1 - TRACT #1) PET IN BEAVERHILL_LAKE (UNITIZED ZONE)	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		CUR INT OPER CONT C05800 A CAPL 1990 No ROFR Applies OPER: PENGROWTH	
					REF INT OPER CONT U00081 OPER: PENGROWTH	
					RENT INT OPER CONT C05800 A CAPL 1990 No ROFR Applies OPER: PENGROWTH	
					ROYALTY LINKS C05757 C General 0000 ROFR Applies	
M05211 O	LSE TYPE: CR PNG CR: 756 LSE DATE: 1962 Apr 24 EFF DATE: 1961 Oct 10 EXP DATE: 1982 Oct 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M S 18 PET IN BEAVERHILL_LAKE	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		ROYALTY LINKS C05757 C General 0000 ROFR Applies	
M16792 B	LSE TYPE: CR PNG CR: 0505030413 LSE DATE: 2005 Mar 10 EFF DATE: 2005 Mar 10	TWP 61 RGE 12 W5M W 5 PNG BELOW BASE MISSISSIPPIAN TO TOP BEAVERHILL_LAKE	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		ROYALTY LINKS C05757 C General 0000	

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EXP DATE: 2010 Mar 09
INT TYPE: WI
MNRL INT: 100.0
EXT CODE: 15

ROFR Applies
C05761 A
General 0000
No ROFR Applies

M16792 C LSE TYPE: CR PNG TWP 61 RGE 12 W5M W 5
CR: 0505030413 PNG IN BEAVERHILL_LAKE
LSE DATE: 2005 Mar 10 (EXCL 100/04-05-061-12W5/00
EFF DATE: 2005 Mar 10 WELL & PRODUCTION)
EXP DATE: 2010 Mar 09
INT TYPE: WI
MNRL INT: 100.0
EXT CODE: 15

CUR INT OPER CONT
C05800 A
CAPL 1990
No ROFR Applies
OPER: PENGROWTH
REF INT OPER CONT
U00081
OPER: PENGROWTH

RENT INT OPER CONT
C05800 A
CAPL 1990
No ROFR Applies
OPER: PENGROWTH

ROYALTY LINKS
C05757 C
General 0000
ROFR Applies
C05761 A
General 0000
No ROFR Applies

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Mineral Schedule "A" Report - C05757 ROFR A
C05757 ROFR A - ROYALTY AGREEMENT DATED AUG 16 2006

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M16792 D	LSE TYPE: CR PNG CR: 0505030413 LSE DATE: 2005 Mar 10 EFF DATE: 2005 Mar 10 EXP DATE: 2010 Mar 09 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M W 5 (100/04-05-061-12W5/00 WELL & PRODUCTION)	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		CUR INT OPER CONT C12092 A CAPL 2007 No ROFR Applies OPER: PENGROWTH	
					ROYALTY LINKS C05757 C General 0000 ROFR Applies C05761 A General 0000 No ROFR Applies	
M13593 B	LSE TYPE: CR PNG CR: 0502050099 LSE DATE: 2002 May 02 EFF DATE: 2002 May 02 EXP DATE: 2007 May 01 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M S & NW 7 PNG BELOW BASE MISSISSIPPIAN TO BASE BEAVERHILL_LAKE (EXCL 100/04-07-061-12W5/00, 100/11-07-061-12W5/02 WELLS & PRODUCTION)	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		ROYALTY LINKS C05757 C General 0000 ROFR Applies	
M13593 C	LSE TYPE: CR PNG CR: 0502050099 LSE DATE: 2002 May 02 EFF DATE: 2002 May 02 EXP DATE: 2007 May 01 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M S & NW 7 (100/04-07-061-12W5/00; 100/11-07-061-12W5/02 WELLS & PRODUCTION)	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		CUR INT OPER CONT C12088 A CAPL 2007 No ROFR Applies OPER: PENGROWTH	
					ROYALTY LINKS C05757 E General 0000 ROFR Applies	

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C05757 ROFR A - ROYALTY AGREEMENT DATED AUG 16 2006

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M13593 D	LSE TYPE: CR PNG CR: 0502050099 LSE DATE: 2002 May 02 EFF DATE: 2002 May 02 EXP DATE: 2007 May 01 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 61 RGE 12 W5M NE 7 PET IN BEAVERHILL_LAKE_A	NONCONV GOR ALL 2.0% BASED ON 100.0% PDBY PENGROWTH 100.0%		CUR INT OPER CONT U00081 A OPER: PENGROWTH ROYALTY LINKS C05757 C General 0000 ROFR Applies	

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Mineral Schedule "A" Report - C05801 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M17374 A	LSE TYPE: IOGC PNG IOGC: OL-6363 LSE DATE: 2010 Oct 19 EFF DATE: 2010 Oct 19 EXP DATE: 2013 Oct 18 INT TYPE: WI MNRL INT: 100.0 EXT CODE: HBPIOGC EXT DATE: 2018 Oct 18	TWP 060 RGE 12 W5M 31 PNG in SWAN_HILLS	CUR INT: BPO PENGROWTH 100.0% REF INT: APO PENGROWTH 90.0%	SLIDING SCALE ALL S/S (MIN 10.0 MAX 0.0) BASED ON 100.0% PDBY PENGROWTH 100.0% CONV ORR ALL 10.0% BASED ON 20.0% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C05801 B CAPL 1990 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C05801 B CAPL 1990 ROFR Applies OPER: PENGROWTH ROYALTY LINKS C05801 B CAPL 1990 ROFR Applies	

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ROFR SCHEDULE "A" REPORT – C05846

WELL LICENCE NO.	UNIQUE WELL IDENTIFIER	WELL NAME	CURRENT LICENSEE	PENGROWTH'S INTEREST
0292828	100/03-31-060-12W5/00	1192817 ET AL CARSON 3-31-60-12	PENGROWTH	BPO 100% APO 85%

SCHEDULE "A"
ROFR SCHEDULE

ROFR SCHEDULE "A" REPORT – C05847

WELL LICENCE NO.	UNIQUE WELL IDENTIFIER	WELL NAME	CURRENT LICENSEE	PENGROWTH'S INTEREST
0320900	100/01-26-060-13W5	TBE WHCOURT 1-26- 60-13	PENGROWTH	BPO 100% APO 85%

SCHEDULE "A"
ROFR SCHEDULE

ROFR SCHEDULE "A" REPORT – C08557

WELL LICENCE NO.	UNIQUE WELL IDENTIFIER	WELL NAME	CURRENT LICENSEE	PENGROWTH'S INTEREST
0138301	100/11-35-060-11W5	DEML WHCOURT 11- 35-60-11	DIRECT ENERGY MARKETING	25% W (13.73% HELD IN TRUST FOR DELEK)

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Pengrowth Energy Corporation
Mineral Schedule "A" Report - C10120 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33390 B	LSE TYPE: CR PNG CR: 5497100210 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 6 PNG TO BASE BLUESKY-BULLHEAD (EXCL 15-06-71-14W5 WELLBORE IN PENALTY)	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH	
M33390 C	LSE TYPE: CR PNG CR: 5497100210 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 3 PNG TO BASE SPIRIT_RIVER	CUR INT: WI PENGROWTH 100.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C10120 A CAPL 1990 ROFR Applies OPER: PENGROWTH ROYALTY LINKS C10120 B CAPL 1990 ROFR Applies	
M33390 D	LSE TYPE: CR PNG CR: 5497100210 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 6 (15-06-071-14W5 WELLBORE IN PENALTY)	CUR INT: BPEN PENGROWTH 100.0% REF INT: APEN PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0%	CUR INT OPER CONT C10120 F CAPL 1990 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C10120 F	

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Pengrowth Energy Corporation
Mineral Schedule "A" Report - C10120 ROFR SCHEDULE

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33382 A	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 23, 24, 26 PNG TO BASE BLUESKY-BULLHEAD	CUR INT: WI PENGROWTH 100.0%	PDBY PENGROWTH 100.0% CAPL 1990	CAPL 1990	
	CR: 5497100213					
	LSE DATE: 1997 Oct 30					
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
				SLIDING SCALE ALL S/S	CUR INT OPER CONT C10120 A	
				BASED ON 100.0% PDBY PENGROWTH 100.0%	CAPL 1990 ROFR Applies	
M33382 B	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M N & SW 7 PNG TO BASE BLUESKY-BULLHEAD	CUR INT: WI PENGROWTH 100.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C10120 A CAPL 1990 ROFR Applies	
	CR: 5497100213					
	LSE DATE: 1997 Oct 30					
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
				NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 100.0%	ROYALTY LINKS C10120 A CAPL 1990 ROFR Applies	
				SLIDING SCALE ALL S/S	CUR INT OPER CONT C10120 A	
M33382 C	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 8, 32 PNG TO BASE BLUESKY-BULLHEAD (EXCL 7-8-71-14 W5 WELLBORE IN PENALTY)	CUR INT: WI PENGROWTH 75.0%	PDBY PENGROWTH 100.0% CAPL 1990	CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies	
	CR: 5497100213					
	LSE DATE: 1997 Oct 30					
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
				SLIDING SCALE ALL S/S	ROYALTY LINKS C10120 A CAPL 1990 ROFR Applies	
				BASED ON 100.0% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C10120 B	

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M33382 D	INT TYPE: WI			NONCONV GOR		
	MNRL INT: 100.0			ALL 8.5%	RENT INT OPER CONT	
	EXT CODE: 15			BASED ON 100.0%	C10120 B	
				PDBY PENGROWTH 75.0%	CAPL 1990	
					ROFR Applies	
					OPER: PENGROWTH	
					ROYALTY LINKS	
					C10120 B	
					CAPL 1990	
					ROFR Applies	
	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 28, 29	CUR INT: WI	NONCONV GOR	CUR INT OPER CONT	
	CR: 5497100213	PNG TO BASE VIKING_ZONE	PENGROWTH 75.0%	ALL 8.5%	C10120 B	
	LSE DATE: 1997 Oct 30			BASED ON 100.0%	CAPL 1990	
	EFF DATE: 1997 Oct 30			PDBY PENGROWTH 75.0%	ROFR Applies	
	EXP DATE: 2001 Oct 29				OPER: PENGROWTH	
	INT TYPE: WI			SLIDING SCALE		
	MNRL INT: 100.0			ALL S/S	RENT INT OPER CONT	
	EXT CODE: 15			BASED ON 100.0%	C10120 B	
				PDBY PENGROWTH 75.0%	CAPL 1990	
					ROFR Applies	
M33382 E	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 25	CUR INT: WI	NONCONV GOR	CUR INT OPER CONT	
	CR: 5497100213	PNG TO BASE BLUESKY-BULLHEAD	PENGROWTH 100.0%	ALL 8.5%	C10120 C	
	LSE DATE: 1997 Oct 30			BASED ON 100.0%	CAPL 1990	
	EFF DATE: 1997 Oct 30			PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 2001 Oct 29				OPER: PENGROWTH	
	INT TYPE: WI			SLIDING SCALE		
	MNRL INT: 100.0			ALL S/S	ROYALTY LINKS	
					C10120 B	
					CAPL 1990	
					ROFR Applies	
	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 25	CUR INT: WI	NONCONV GOR	CUR INT OPER CONT	
	CR: 5497100213	PNG TO BASE BLUESKY-BULLHEAD	PENGROWTH 100.0%	ALL 8.5%	C10120 C	
	LSE DATE: 1997 Oct 30			BASED ON 100.0%	CAPL 1990	
	EFF DATE: 1997 Oct 30			PDBY PENGROWTH 100.0%	ROFR Applies	
	EXP DATE: 2001 Oct 29				OPER: PENGROWTH	
	INT TYPE: WI			SLIDING SCALE		
	MNRL INT: 100.0			ALL S/S	ROYALTY LINKS	
					C10120 B	
					CAPL 1990	
					ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
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EXT CODE: 15

M33382 F	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 17 PNG TO BASE BLUESKY-BULLHEAD	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH	
				SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	RENT INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH	
					ROYALTY LINKS C10120 B CAPL 1990 ROFR Applies	
M33382 G	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SE 20 PET TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH	
				NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	RENT INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH	
					ROYALTY LINKS C10120 E CAPL 1990	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33382 H	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 31 PNG TO BASE BLUESKY-BULLHEAD	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	ROFR Applies CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH ROYALTY LINKS C10120 B CAPL 1990 ROFR Applies	
M33382 I	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M N & SW 20 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0% NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH ROYALTY LINKS C10120 E CAPL 1990 ROFR Applies	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33382 M	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SEC 16, 18, 21 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 D CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 D CAPL 1990 ROFR Applies OPER: PENGROWTH	
M33382 N	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SE 7 PNG TO BASE BLUESKY-BULLHEAD	CUR INT: WI PENGROWTH 75.0%	SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0% NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH	ROYALTY LINKS C10120 D CAPL 1990 ROFR Applies
M33382 O	LSE TYPE: CR PNG CR: 5497100213	TWP 71 RGE 14 W5M W 9, SEC 22, 27, 34	CUR INT: WI PENGROWTH 100.0%	NONCONV GOR ALL 8.5%	CUR INT OPER CONT C10120 A	

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File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33382 P	LSE DATE: 1997 Oct 30	PNG TO BASE VIKING_ZONE		BASED ON 100.0% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 100.0%	CAPL 1990 ROFR Applies OPER: PENGROWTH ROYALTY LINKS C10120 A CAPL 1990 ROFR Applies	
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
M33382 R	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 8 (7-8-71-14 W5 WELLBORE IN PENALTY)	CUR INT: BPEN PENGROWTH 100.0% REF INT: APEN PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 100.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 100.0%	CUR INT OPER CONT C10120 F CAPL 1990 ROFR Applies OPER: PENGROWTH REF INT OPER CONT C10120 F CAPL 1990 ROFR Applies OPER: PENGROWTH	
	CR: 5497100213					
	LSE DATE: 1997 Oct 30					
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
M33382 R	LSE TYPE: CR PNG	TWP 71 RGE 14 W5M SEC 33 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0% SLIDING SCALE ALL S/S BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH RENT INT OPER CONT C10120 B CAPL 1990 ROFR Applies	
	CR: 5497100213					
	LSE DATE: 1997 Oct 30					
	EFF DATE: 1997 Oct 30					
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					

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					OPER: PENGROWTH	
					ROYALTY LINKS	
					C10120 B	
					CAPL 1990	
					ROFR Applies	
M33382 S	LSE TYPE: CR PNG CR: 5497100213 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 14 W5M SE 20 NG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 E CAPL 1990 ROFR Applies OPER: PENGROWTH	
				SLIDING SCALE		
				ALL S/S	RENT INT OPER CONT	
				BASED ON 100.0%	C10120 E	
				PDBY PENGROWTH 75.0%	CAPL 1990	
					ROFR Applies	
					OPER: PENGROWTH	
					ROYALTY LINKS	
					C10120 E	
					CAPL 1990	
					ROFR Applies	
M33383 A	LSE TYPE: CR PNG CR: 5497100214 LSE DATE: 1997 Oct 30 EFF DATE: 1997 Oct 30 EXP DATE: 2001 Oct 29 INT TYPE: WI MNRL INT: 100.0 EXT CODE: 15	TWP 71 RGE 15 W5M SEC 15 PNG TO BASE VIKING_ZONE	CUR INT: WI PENGROWTH 75.0%	NONCONV GOR ALL 8.5% BASED ON 100.0% PDBY PENGROWTH 75.0%	CUR INT OPER CONT C10120 B CAPL 1990 ROFR Applies OPER: PENGROWTH	
				SLIDING SCALE		
				ALL S/S	RENT INT OPER CONT	
				BASED ON 100.0%	C10120 B	
				PDBY PENGROWTH 75.0%	CAPL 1990	
					ROFR Applies	
					OPER: PENGROWTH	
					ROYALTY LINKS	
					C10120 E	
					CAPL 1990	
					ROFR Applies	
					OPER: PENGROWTH	

SCHEDULE "A"
ROFR SCHEDULE
Pengrowth Energy Corporation
Mineral Schedule "A" Report - C10120 ROFR SCHEDULE

Report Date: Feb 02, 2017 8:17 pm
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Report Id: RP-0053

File Number	Title Information	Lands	Seller's Interests	Encumbrances	Operating Contract	Wells
M33384 B	LSE TYPE: CR PNG	TWP 72 RGE 15 W5M SEC 11	CUR INT: WI		ROYALTY LINKS	
	CR: 5497100215	PNG TO BASE BLUESKY-BULLHEAD	PENGROWTH 75.0%		C10120 B	
	LSE DATE: 1997 Oct 30				CAPL 1990	
	EFF DATE: 1997 Oct 30				ROFR Applies	
	EXP DATE: 2001 Oct 29					
	INT TYPE: WI					
	MNRL INT: 100.0					
	EXT CODE: 15					
				SLIDING SCALE	CUR INT OPER CONT	
				ALL S/S	C10120 B	
				BASED ON 100.0%	CAPL 1990	
				PDBY PENGROWTH 75.0%	ROFR Applies	
					OPER: PENGROWTH	
				NONCONV GOR		
				ALL 8.5%	RENT INT OPER CONT	
				BASED ON 100.0%	C10120 B	
				PDBY PENGROWTH 75.0%	CAPL 1990	
					ROFR Applies	
					OPER: PENGROWTH	
					ROYALTY LINKS	
					C10120 B	
					CAPL 1990	
					ROFR Applies	

SURFACE LEASES

<u>File #</u>	<u>Lease Date</u>	<u>CR / FH</u>	<u>Lease Type</u>	<u>Lessor details</u>	<u>Legal Desc</u>	<u>Land Use</u>
E00020	23-Jun-66	CR	PLA	PLA 2692	TWP 064 RGE 13 W5M NW 35 TWP 065 RGE 13 W5M SW 2	P/L FROM 13-35-64-13 W5M TO 3-2-65-13-W5M TIE IN FROM: 13-35-64-13 W5M TIE IN TO: 3-2-65-13-W5M LICENCE 5384 LINE 16
E00036	27-Nov-70	CR	PLA	PLA 4203	TWP 065 RGE 10 W5M NE 19,SE 30 TWP 066 RGE 10 W5M E 6,E 7,E 18,SE 19	P/L FROM NE 19-65-10 W5M TO SE 19-66-10 W5M TIE IN FROM: NE 19-65-10 W5M TIE IN TO: SE 19-66-10 W5M
E00049	9-Feb-71	CR	PLA	PLA 4118	TWP 060 RGE 12 W5M W&NE 3, E 10, W 14, SE 15, W&NE 23, E 26, E 35	WATER SUPPLY LINE ROW 3-3-60-12 W5M TO 16-35-60-12 W5M TIE IN FROM: 3-3-60-12 W5M TIE IN TO: 16-35-60-12 W5M
E00100	23-Aug-77	CR	PLA	PLA 770394	TWP 066 RGE 10 W5M N 7	P/L NE 7-66-10 W5M TO NW 7-66-10 W5M TIE IN FROM: NE 7-66-10 W5M TIE IN TO: NW 7-66-10 W5M
E00157	18-Jul-62	CR	PLA	PLA 1129	TWP 061 RGE 11 W5M NW 31 TWP 062 RGE 11 W5M W 6, W 7, W 18 TWP 061 RGE 12 W5M E 36,NE 25	NE 25-61-12 W5M TO SW 6-62-11 W5M
E00158	8-Jan-71	CR	PLA	PLA 4168	TWP 061 RGE 11 W5M NW 31 TWP 062 RGE 11 W5M W 6,W 7,W 18 TWP 061 RGE 12 W5M NE 25,E 36	9-25-61-12 W5M TO NW 18-62-11 W5M TIE IN FROM: 9-25-61-12 W5M TIE IN TO: NW 18-62-11 W5M
E00175	9-Feb-71	CR	PPA	PPA 4119	TWP 061 RGE 12 W5M E 2, E 11, E 14, SE 23, W 24	WATER SUPPLY LINE RIGHT-OF-WAY
E04731	25-Jan-62	CR	PLA	PLA 844	TWP 062 RGE 12 W5M E 2	TIE IN FROM: 16-2-62-12 W5 TIE IN TO: 8-2-62-12 W5 1640 P (AT ASRD ONLY)
E04732	25-Jan-62	CR	PLA	PLA 846	TWP 061 RGE 12 W5M NE 35	TIE IN FROM: 16-35-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN NOT REGISTERED
E04733	5-Jan-62	CR	PLA	PLA 936	TWP 061 RGE 12 W5M N 22, NE 21, SE 28	PIPELINE TIE IN FROM: 7-28-61-12 W5 TIE IN TO: 4-23-61-12 W5 PLAN 4262 M.C.
E04734	3-Jan-62	CR	PLA	PLA 919	TWP 061 RGE 12 W5M N 14, NE 11, NW 12, SE 14, SE 22, SW 23	PIPELINE TIE IN FROM: 13-12-61-12 W5 TIE IN TO: 3-23-61-12 W5 PLAN 4158 M.C.
E04735	3-Jan-62	CR	PLA	PLA 920	TWP 061 RGE 12 W5M E 22, E 27, S 34, S 35, SW 23, NE 33, NW 34 TWP 061 RGE 12 W5M NE 35, NW 36 TWP 062 RGE 12 W5M W 4, SE 4, NE 5	PIPELINE TIE IN FROM: 4-23-61-12 W5 TIE IN TO: 1-34-61-12 W5 PLAN 4156 M.C. & 802 2927 TIE IN FROM: 1-34-61-12 W5 TIE IN TO: 6-35-61-12 W5 PLAN 4156 M.C. TIE IN FROM: 1-34-61-12 W5 TIE IN TO: 13-16-61-12 W5 PLAN 4156 M. C. TIE IN FROM: 1-34-61-12 W5 TIE IN TO: 16-5-62-12 W5 PLAN 4156 M.C.
E04736	5-Jan-62	CR	PPA	PLA 965	TWP 061 RGE 12 W5M 14, E 2, E 11, N 22, SE 22, S 23, S 24, SW 27, SE 28	PIPELINE TIE IN FROM: 10-35-60-12 W5 TIE IN TO: 13-14-61-12 W5 PLAN 4155 M.C. TIE IN FROM: 11-14-61-12 W5 TIE IN TO: 10-14-61-12 W5 PLAN 4155 M.C. TIE IN FROM: 7-24-61-12 W5 TIE IN TO: 4-23-61-12 W5 PLAN 4155 M.C. TIE IN FROM: 7-22-61-12 W5 TIE IN TO: 7-28-61-12 W5 PLAN 4155 M.C. TIE IN FROM: 10-14-16-12 W5 TIE IN TO: 4-23-61-12 W5 PLAN 2349 N.Y.
E04737	13-Mar-63	CR	PLA	PLA 1133	TWP 062 RGE 12 W5M E 2, S 11	PIPELINE TIE IN FROM: 6-11-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 1652 M.S.
E04738	18-Jul-63	CR	PLA	PLA 1158	TWP 061 RGE 12 W5M NW 14, SE 22, SW 23	PIPELINE TIE IN FROM: 15-14-61-12 W5 TIE IN TO: 1-22-61-12 W5 PLAN 4812 M.C.
E04739	11-Aug-64	CR	PLA	PLA 1712	TWP 061 RGE 12 W5M N 10, E 15, SE 22	PIPELINE TIE IN FROM: 4-23-61-12 W5 TIE IN TO: 11-10-61-12 W5 PLAN 2218 N.Y. & 792 0444
E04741	11-Dec-64	CR	PLA	PLA 1672	TWP 061 RGE 12 W5M NE 2	PIPELINE
E04742	25-Feb-65	CR	PLA	PLA 2056	TWP 061 RGE 12 W5M NE 21, N 22, SE 22, E 28, NW 28, NE 29, E 31, NW 31 TWP 061 RGE 12 W5M S 32 TWP 061 RGE 13 W5M NE 36	PIPELINE TIE IN FROM: 10-36-61-13 W5 TIE IN TO: 4-23-61-12 W5 PLAN 2222 N.Y.
E04743	25-Feb-65	CR	PLA	PLA 2154	TWP 061 RGE 12 W5M NE 2, E 11, S 14, NW 14	PIPELINE TIE IN FROM: 11-14-61-12 W5 TIE IN TO: 16-2-61-12 W5 PLAN 2221 N.Y.
E04744	4-Apr-62	CR	PLA	PLA 896	TWP 062 RGE 12 W5M NE 3, E 10	PIPELINE TIE IN FROM: 16-10-62-12 W5 TIE IN TO: 16-3-62-12 W5 PLAN 4098 M.C.
E04745	20-Jan-67	CR	PLA	PLA 2286	TWP 061 RGE 12 W5M NE 11, NW 12, E 14, NW 14, SW 23	PIPELINE
E04746	2-Feb-68	CR	PLA	PLA 2731	TWP 061 RGE 12 W5M SE 34, S 35, NE 35, NW 36	PIPELINE TIE IN FROM: 1-34-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 6170 N.Y.

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E04747	13-Aug-69	CR	PLA	PLA 3408	TWP 062 RGE 12 W5M NE 16, NW 15	PIPELINE TIE IN FROM: 16-16-62-12 W5 TIE IN TO: 13-15-62-12 W5 3876 P
E04748	21-Aug-69	CR	PLA	PLA 3605	TWP 061 RGE 12 W5M NE 35 TWP 062 RGE 12 W5M E 2, NE 10, S 11, NW 11, S 15, NW 15	PIPELINE TIE IN FROM: 13-15-62-12 W5 TIE IN TO: 16-35-61-12 W5 2980 T.R.
E04749	8-Jan-70	CR	PLA	PLA 3601	TWP 061 RGE 12 W5M N 36 TWP 062 RGE 11 W5M S 6, NE 6 TWP 062 RGE 12 W5M SE 1	PIPELINE TIE IN FROM: 9-6-62-11 W5 TIE IN TO: 16-36-61-12 W5 PLAN 3436 R.S.
E04750	28-Aug-69	CR	PPA	PPA 3661	TWP 061 RGE 11 W5M SW 31 TWP 061 RGE 12 W5M S 35, S 36	WATER PIPELINE WATER PIPELINE TIE IN FROM: 3-31-61-11 W5 TIE IN TO: 6-35-61-12 W5 PLAN 2974 R.S.
E04751	12-Aug-69	CR	PLA	PLA 3631	TWP 061 RGE 12 W5M W 23, W 26, S 35, NE 35 TWP 062 RGE 12 W5M E 2, SE 11, SW 12	PIPELINE TIE IN FROM: 6-12-62-12 W5 TIE IN TO: 4-23-61-12 W5 PLAN 3012 R.S.
E04752	26-Nov-69	CR	PLA	PLA 3761	TWP 062 RGE 12 W5M W 5, NE 6	PIPELINE TIE IN FROM: 6-5-62-12 W5 TIE IN TO: 16-6-62-12 W5 PLAN 3935 R.S.
E04753	30-Dec-69	CR	PPA	PPA 3780	TWP 061 RGE 11 W5M SW 31 TWP 061 RGE 12 W5M NE 33, S 34, NW 34, S 35, S 36 TWP 062 RGE 12 W5M SE 4	WATER PIPELINE TIE IN FROM: 2-4-62-12 W5 TIE IN TO: 3-31-61-12 W5 PLAN 3933 R.S.
E04754	16-Jan-70	CR	PLA	PLA 3738	TWP 061 RGE 12 W5M NE 35 TWP 062 RGE 12 W5M S 2, S 3, NW 3, E 4, NW 4, NE 5	PIPELINE TIE IN FROM: 16-5-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 3511 R.S.
E04755	16-Jan-70	CR	PLA	PLA 3886	TWP 061 RGE 12 W5M W 23, W 26, S 35, NE 35, NW 36	PIPELINE TIE IN FROM: 13-36-61-12 W5 TIE IN TO: 4-23-61-12 W5 PLAN 3369 R.S.
E04756	28-Dec-70	CR	PLA	PLA 4273	TWP 061 RGE 12 W5M S 35, SW 36	WATER PIPELINE TIE IN FROM: 6-35-61-12 W5 TIE IN TO: 6-36-61-12 W5 PLAN 5547 R.S.
E04757	1-Mar-72	CR	PPA	PPA 4435	TWP 061 RGE 11 W5M SW 31 TWP 061 RGE 12 W5M S 36	WATER PIPELINE TIE IN FROM: 6-36-61-12 W5 TIE IN TO: 6-31-61-11 W5 PLAN 645 T.R.
E04758	28-Aug-69	CR	PLA	PLA 4339	TWP 061 RGE 12 W5M NE 33, S 34, NW 34, SW 35 TWP 062 RGE 12 W5M S 4, S 5	WATER PIPELINE TIE IN FROM: 6-35-61-12 W5 TIE IN TO: 6-5-62-12 W5 PLAN 375 T.R.
E04759	12-Jul-72	CR	PLA	PLA 4622	TWP 062 RGE 12 W5M E 2, S 11	PIPELINE TIE IN FROM: 6-11-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 2038 T.R.
E04760	2-Mar-73	CR	PLA	PLA 4650	TWP 061 RGE 12 W5M W 36	WATER PIPELINE TIE IN FROM: 12-36-61-12 W5 TIE IN TO: 6-36-61-12 W5 5031 P
E04761	12-Jul-72	CR	PLA	PLA 4669	TWP 061 RGE 12 W5M N 36 TWP 062 RGE 11 W5M S 6, NE 6 TWP 062 RGE 12 W5M SE 1	PIPELINE TIE IN FROM: 9-6-62-11 W5 TIE IN TO: 13-36-61-12 W5 PLAN 1758 T.R.
E04763	7-Feb-73	CR	PLA	PLA 4702	TWP 062 RGE 12 W5M 17	PIPELINE TIE IN FROM: 6-17-62-12 W5 TIE IN TO: 6-17-62-12 W5 PLAN 5014 P
E04764	12-Jul-72	CR	PLA	PLA 4764	TWP 062 RGE 12 W5M S 1, NE 1, SE 2 TWP 061 RGE 12 W5M NE 35	PIPELINE TIE IN FROM: 16-1-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 2737 T.R.
E04765	12-Jul-72	CR	PLA	PLA 4773	TWP 062 RGE 11 W5M W 5, NE 6	PIPELINE TIE IN FROM: 6-5-62-11 W5 TIE IN TO: 9-6-62-11 W5 PLAN 2465 T.R.
E04766	12-Dec-73	CR	PLA	PLA 4874	TWP 061 RGE 12 W5M W 23, W 26, S 35, NE 35, NW 36	PIPELINE TIE IN FROM: 13-23-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 3905 T.R.
E04767	5-Mar-74	CR	PLA	PLA 4932	TWP 061 RGE 12 W5M NE 33, W 34	WATER PIPELINE TIE IN FROM: 6-34-61-12 W5 TIE IN TO: 16-33-61-12 W5 PLAN 4629 T.R.
E04768	5-Mar-74	CR	PLA	PLA 4934	TWP 061 RGE 12 W5M NE 33 TWP 062 RGE 12 W5M S 4	WATER PIPELINE TIE IN FROM: 16-33-61-12 W5 TIE IN TO: 6-4-62-12 W5 PLAN 4628 T.R.
E04769	7-Jan-74	CR	PLA	PLA 4942	TWP 061 RGE 12 W5M S 34, SW 35	WATER PIPELINE
E04770	12-Jul-72	CR	PLA	PLA 4984	TWP 062 RGE 11 W5M N 6	PIPELINE TIE IN FROM: 9-6-62-11 W5 TIE IN TO: 16-6-62-12 W5 PLAN 2466 T.R.
E04771	12-Jul-72	CR	PLA	PLA 5008	TWP 062 RGE 11 W5M NW 6, W 7	PIPELINE TIE IN FROM: 12-7-62-11 W5 TIE IN TO: 14-6-62-11 W5 PLAN 2402 T.R.
E04772	12-Jul-72	CR	PLA	PLA 4876	TWP 062 RGE 12 W5M E 11, SW 13, SE 14	PIPELINE TIE IN FROM: 16-11-62-12 W5 TIE IN TO: 4-13-62-12 W5 PLAN 2566 T.R.
E04773	10-Sep-74	CR	PLA	PLA 5236	TWP 062 RGE 12 W5M NE 10, W 11, S 15, NW 15	PIPELINE TIE IN FROM: 13-15-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 752 0193

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E04774	26-Mar-75	CR	PLA	PLA 5279	TWP 062 RGE 12 W5M N 4, NE 5	PIPELINE TIE IN FROM: 16-5-62-12 W5 TIE IN TO: 16-4-62-12 W5 PLAN 752 1018
E04775	19-Aug-74	CR	PLA	PLA 5346	TWP 061 RGE 12 W5M S 35, S 36	PIPELINE TIE IN FROM: 8-36-61-12 W5 TIE IN TO: 6-35-61-12 W5 PLAN 752 0942
E04776	17-Sep-74	CR	PLA	PLA 5382	TWP 062 RGE 12 W5M NW 15, N 16, N 17, NE 18	PIPELINE TIE IN FROM: 16-18-62-12 W5 TIE IN TO: 13-15-62-12 W5 PLAN 752 1033
E04777	10-Sep-74	CR	PLA	PLA 5414	TWP 061 RGE 12 W5M NE 33, W 34, SE 34, SW 35 TWP 062 RGE 12 W5M SE 4	PIPELINE TIE IN FROM: 2-4-62-12 W5 TIE IN TO: 6-35-61-12 W5 PLAN 752 1403
E04778	19-Nov-75	CR	PLA	PLA 5621	TWP 062 RGE 12 W5M N 5, SW 8	PIPELINE TIE IN FROM: 6-8-62-12 W5 TIE IN TO: 16-5-62-12 W5 PLAN 762 0716
E04779	12-Nov-75	CR	PLA	PLA 5649	TWP 062 RGE 12 W5M NE 11, N 12	PIPELINE TIE IN FROM: 16-12-62-12 W5 TIE IN TO: 9-11-62-12 W5 PLAN 762 0848
E04780	16-Mar-76	CR	PLA	PLA 5755	TWP 061 RGE 12 W5M NW 36 TWP 062 RGE 12 W5M SW 1, SE 2	PIPELINE TIE IN FROM: 1-2-62-12W5 TIE IN TO: 13-36-61-12W5 PLAN 762 1778
E04781	25-Mar-76	CR	PLA	PLA 5955	TWP 062 RGE 12 W5M SW 4, W 5, SE 5, NE 6, S 7 TWP 062 RGE 13 W5M S 11, S 12	WATER PIPELINE TIE IN FROM: 6-4-62-12 W5 TIE IN TO: 6-11-62-13 W5 PLAN 762 2015
E04782	3-Nov-77	CR	PLA	PLA 770534	TWP 062 RGE 12 W5M W 18 TWP 062 RGE 13 W5M SE 13	PIPELINE TIE IN FROM: 11-18-62-12W5 TIE IN TO: 2-13-62-13W5 PLAN 782 1612
E04783	8-Aug-77	CR	PLA	PLA 770354	TWP 062 RGE 13 W5M W 11	PIPELINE TIE IN FROM: 6-11-62-13 W5 TIE IN TO: 14-11-62-13 W5 PLAN 782 2771
E04784	23-Jan-78	CR	PLA	PLA 770404	TWP 062 RGE 12 W5M NW 2, NE 3, NE 10, W 11	PIPELINE TIE IN FROM: 16-3-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 782 1621 - ERCB LIC 13689 LIN 4 TIE IN FROM: 6-11-62-12 W5 TIE IN TO: 16-10-62-12 W5 ABANDONED - PLAN 782 1621 - ERCB LIC 16090 LIN 1
E04785	28-Feb-79	CR	PLA	PLA 790108	TWP 062 RGE 12 W5M SE 11, SW 12	PIPELINE TIE IN FROM: 6-12-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 802 0543
E04786	20-Nov-79	CR	PLA	PLA 790556	TWP 062 RGE 12 W5M NW 15, S 16, NE 16	PIPELINE TIE IN FROM: 6-16-62-12 W5 TIE IN TO: 13-15-62-12 W5 PLAN 802 1755
E04787	13-Dec-79	CR	PPA	PPA 790694	TWP 061 RGE 11 W5M SW 31 TWP 061 RGE 12 W5M SE 36	PIPELINE TIE IN FROM: 8-36-61-12 W5 TIE IN TO: 6-31-61-11 W5 PLAN 802 1192
E04788	13-Feb-80	CR	PLA	PLA 800018	TWP 061 RGE 12 W5M NW 36 TWP 062 RGE 12 W5M W 1	PIPELINE TIE IN FROM: W/S 14-1-62-12W5 TIE IN TO: 13-36-62-12W5 PLAN 802 1083
E04789	31-Jan-80	CR	PLA	PLA 800020	TWP 062 RGE 12 W5M W 3, NE 4, S 9, SW 10	PIPELINE TIE IN FROM: W/S 6-9-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 802 0830 TIE IN FROM: W/S 8-9-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 802 0830 TIE IN FROM: W/S 6-10-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 802 0830 TIE IN FROM: W/S 16-4-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 802 0830 TIE IN FROM: W/S 6-3-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 802 0830
E04790	16-May-80	CR	PLA	PLA 800282	TWP 062 RGE 12 W5M NW 11, SW 14	PIPELINE TIE IN FROM: 3-14-62-12 W5 TIE IN TO: 14-11-62-12 W5 EUB 16091 (2) & PLAN 8607 P (ASRD)
E04792	16-May-80	CR	PLA	PLA 800284	TWP 061 RGE 12 W5M NW 35	PIPELINE TIE IN FROM: 13-35-61-12 W5 TIE IN TO: 13-35-61-12 W5 PLAN 8595 P (ASRD)
E04793	11-Aug-80	CR	PLA	PLA 800313	TWP 061 RGE 12 W5M S 35, NE 35, NW 36	WATER PIPELINE TIE IN FROM: 6-35-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 802 3148
E04794	21-Jan-81	CR	PLA	PLA 800806	TWP 062 RGE 12 W5M E 10, SW 11	PIPELINE TIE IN FROM: W/S 9-10-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 812 0667
E04795	6-Mar-81	CR	PLA	PLA 810089	TWP 061 RGE 12 W5M NE 35 TWP 062 RGE 12 W5M S 2, S 3, NW 3	PIPELINE TIE IN FROM: 13-3-62-12 W5 TIE IN TO: 16-35-61-12 W5 PLAN 812 2511
E04796	30-Sep-80	CR	PLA	PLA 800643	TWP 062 RGE 12 W5M S 11, NW 11	PIPELINE TIE IN FROM: 8-11-62-12 W5 TIE IN TO: 7-11-62-12 W5 PLAN 802 3218 TIE IN FROM: 14-11-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 802 3218

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E04797	3-Sep-80	CR	PLA	PLA 800312	TWP 062 RGE 13 W5M W 12, SW 13	WATER PIPELINE TIE IN FROM: 6-12-62-13W5 TIE IN TO: 3-13-62-13W5 PLAN 802 3130 TIE IN FROM: 14-12-62-13W5 TIE IN TO: 14-12-62-13W5 PLAN 802 3130
E04798	7-Jan-82	CR	PLA	PLA 810719	TWP 061 RGE 12 W5M NE 33, S 34, NW 34, SW 35 TWP 062 RGE 12 W5M S 4, S 5	WATER PIPELINE WATER PIPELINE TIE IN FROM: INJECTION PLANT 6-35-61-12 W5 TIE IN TO: 15-33-61-12 W5 PLAN 822 0565 TIE IN FROM: 15-33-61-12 W5 TIE IN TO: 6-4-62-12 W5 PLAN 822 0565 TIE IN FROM: 6-4-62-12 W5 TIE IN TO: 6-5-62-12 W5 PLAN 822 0565
E04799	15-Apr-82	CR	PLA	PLA 820186	TWP 061 RGE 12 W5M SE 36 TWP 061 RGE 11 W5M SW 31	PIPELINE TIE IN FROM: 3-31-61-11 W5 TIE IN TO: 8-36-61-12 W5 PLAN 822 2188
E04800	5-Jan-83	CR	PLA	PLA 820692	TWP 062 RGE 12 W5M NW 3	PIPELINE TIE IN FROM: W/S 14-3-62-12 W5 TIE IN TO: 13-2-62-12 W5 PLAN 832 1184
E04801	12-Jan-83	CR	PLA	PLA 820694	TWP 062 RGE 12 W5M NW 15, N 16	PIPELINE TIE IN FROM: 14-16-62-12 W5 TIE IN TO: 13-15-62-12 W5 PLAN 832 1161
E04802	5-Jan-83	CR	PLA	PLA 820695	TWP 062 RGE 12 W5M NW 2, SW 11	PIPELINE TIE IN FROM: 14-2-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 832 1186
E04803	10-Jan-83	CR	PLA	PLA 820693	TWP 062 RGE 12 W5M NW 15	PIPELINE TIE IN FROM: 14-15-62-12 W5 TIE IN TO: 13-15-62-12 W5 PLAN 832 1162
E04804	20-Jan-83	CR	PLA	PLA 820696	TWP 062 RGE 12 W5M SE 10	PIPELINE TIE IN FROM: 8-10-62-12 W5 TIE IN TO: 8-10-62-12 W5 PLAN 832 1751
E04805	23-Jun-83	CR	PLA	PLA 830300	TWP 062 RGE 12 W5M W 1	PIPELINE TIE IN FROM: 14-1-62-12 W5 TIE IN TO: 6-1-62-12 W5 PLAN 832 2337
E04806	22-Aug-83	CR	PLA	PLA 830382	TWP 062 RGE 12 W5M SE 9, SW 10	PIPELINE TIE IN FROM: W/S 8-9-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 832 3048
E04807	17-Feb-83	CR	PLA	PLA 830070	TWP 061 RGE 12 W5M W 23, W 26, SW 35	WATER PIPELINE TIE IN FROM: 4-23-61-12 W5 TIE IN TO: 6-35-61-12 W5 PLAN 842 0199
E04808	24-Aug-83	CR	PLA	PLA 830379	TWP 062 RGE 12 W5M NW 2, SW 11	PIPELINE TIE IN FROM: 14-2-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 832 2928
E04809	19-Aug-83	CR	PLA	PLA 830380	TWP 062 RGE 12 W5M NW 3	PIPELINE TIE IN FROM: 14-3-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 832 3049
E04810	24-Aug-83	CR	PLA	PLA 830381	TWP 062 RGE 12 W5M SE 11	PIPELINE TIE IN FROM: 8-11-62-12 W5 TIE IN TO: 8-11-62-12 W5 PLAN 832 2929
E04811	22-Jun-84	CR	PLA	PLA 840370	TWP 062 RGE 12 W5M W 11	PIPELINE TIE IN FROM: 14-11-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 842 1676
E04812	24-Feb-84	CR	PLA	PLA 840127	TWP 062 RGE 12 W5M W 5, SW 8	WATER PIPELINE TIE IN FROM: 6-5-62-12 W5 TIE IN TO: 6-8-62-12 W5 PLAN 842 0680
E04813	6-Nov-87	CR	PLA	PLA 870731	TWP 062 RGE 12 W5M SE 3	PIPELINE TIE IN FROM: 8-3-62-12 W5 TIE IN TO: 8-3-62-12 W5 PLAN 882 0066
E04814	6-Nov-87	CR	PLA	PLA 870730	TWP 062 RGE 12 W5M NW 3	PIPELINE TIE IN FROM: 14-3-62-12 W5 TIE IN TO: 11-3-62-12 W5 PLAN 882 0067
E04815	12-Sep-86	CR	PLA	PLA 860583	TWP 062 RGE 12 W5M S 18	PIPELINE TIE IN FROM: 1-18-62-12 W5 TIE IN TO: 3-18-62-12 W5 PLAN 862 2737
E04816	25-Jul-85	CR	PLA	PLA 850339	TWP 061 RGE 12 W5M NE 10, E 15, SE 22	PIPELINE TIE IN FROM: 4-23-61-12 W5 TIE IN TO: 11-10-61-12 W5 PLAN 852 0383
E04817	7-Dec-87	CR	PLA	PLA 870770	TWP 062 RGE 12 W5M E 17	PIPELINE TIE IN FROM: 16-17-62-12 W5 TIE IN TO: 8-17-62-12 W5 PLAN 882 0084
E04818	12-Sep-86	CR	PLA	PLA 860581	TWP 062 RGE 12 W5M W 2	WATER PIPELINE TIE IN FROM: 3-2-62-12 W5 TIE IN TO: 14-2-62-12 W5 PLAN 862 2792
E04819	12-Sep-86	CR	PLA	PLA 860579	TWP 062 RGE 12 W5M E 17	PIPELINE TIE IN FROM: 8-17-62-12 W5 TIE IN TO: 10-17-62-12 W5 PLAN 862 2790
E04820	10-Mar-88	CR	PLA	PLA 880202	TWP 061 RGE 12 W5M 35, NW 36	PIPELINE TIE IN FROM: 6-35-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 882 0795

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E04821	12-Sep-86	CR	PLA	PLA 860577	TWP 062 RGE 12 W5M 5, NE 6, S 7, NW 7	PIPELINE TIE IN FROM: 8-5-62-12 W5 TIE IN TO: 16-5-62-12 W5 PLAN 862 2697 TIE IN FROM: 6-5-62-12 W5 TIE IN TO: 11-18-62-12 W5 PLAN 862 2697
E04822	12-Sep-86	CR	PLA	PLA 860580	TWP 062 RGE 12 W5M W 3	PIPELINE TIE IN FROM: 6-3-62-12 W5 TIE IN TO: 14-3-62-12 W5 PLAN 862 2769
E04823	12-Sep-86	CR	PLA	PLA 860582	TWP 062 RGE 12 W5M SE 3	PIPELINE TIE IN FROM: 8-3-62-12 W5 TIE IN TO: 8-3-62-12 W5 PLAN 862 2770
E04824	10-Nov-86	CR	PLA	PLA 860665	TWP 061 RGE 12 W5M N 10	WATER PIPELINE TIE IN FROM: 11-10-61-12 W5 TIE IN TO: 15-10-61-12 W5 PLAN 852 2055
E04825	12-Sep-86	CR	PLA	PLA 860578	TWP 062 RGE 12 W5M NE 2	PIPELINE TIE IN FROM: 16-2-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 862 2767
E04826	12-Sep-86	CR	PLA	PLA 860584	TWP 062 RGE 12 W5M W 7, W 18	PIPELINE TIE IN FROM: 6-7-62-12 W5 TIE IN TO: 11-18-62-12 W5 PLAN 802 3005
E04827	27-Oct-88	CR	PLA	PLA 880711	TWP 062 RGE 12 W5M NE 7, N 8, SE 8, SE 18	PIPELINE TIE IN FROM: 1-18-62-12 W5 TIE IN TO: 8-8-62-12 W5 PLAN 902 2909
E04828	13-Mar-89	CR	PLA	PLA 890176	TWP 061 RGE 12 W5M NW 15, NE 16, S 22	PIPELINE TIE IN FROM: 16-16-61-12 W5 TIE IN TO: 7-22-61-12 W5 PLAN 892 0780
E04829	24-May-84	CR	PLA	PLA 840308	TWP 061 RGE 12 W5M NE 35, NW 36 TWP 062 RGE 12 W5M S 2, S 3, 4, S 5, NW 5, SW 8	PIPELINE TIE IN FROM: 13-36-61-12 W5 TIE IN TO: 6-8-62-12 W5 PLAN 852 0059
E04830-01	3-Nov-89	CR	PLA	PLA 890630	TWP 061 RGE 12 W5M S 36	PIPELINE TIE IN FROM: 6-36-61-12 W5 TIE IN TO: 6-31-61-11 W5 PLAN 892 3110
E04830-02	23-Oct-89	CR	PPA	PPA 890003	TWP 061 RGE 11 W5M SW 31	PIPELINE TIE IN FROM: 6-36-61-12 W5 TIE IN TO: 6-31-61-11 W5 PLAN 892 3110
E04831	25-Sep-90	CR	PLA	PLA 900537	TWP 062 RGE 12 W5M NW 7, SW 18	PIPELINE TIE IN FROM: 6-18-62-12 W5 TIE IN TO: 11-7-62-12 W5 PLAN 912 0229
E04832	20-Sep-90	CR	PLA	PLA 900536	TWP 062 RGE 12 W5M W 8, 17, NE 18	PIPELINE TIE IN FROM: 13-17-62-12 W5 TIE IN TO: 16-18-62-12 W5 PLAN 912 0228 TIE IN FROM: 13-17-62-12 W5 TIE IN TO: 16-17-62-12 W5 PLAN 912 0228 TIE IN FROM: 6-8-62-12 W5 TIE IN TO: 13-17-62-12 W5 PLAN 912 0228 TIE IN FROM: 8-17-62-12 W5 TIE IN TO: 10-17-62-12 W5 PLAN 912 0228
E04833	21-Mar-91	CR	PLA	PLA 910262	TWP 062 RGE 12 W5M N 5, NE 6, S 7, NW 7, SW 18	PIPELINE TIE IN FROM: 6-7-62-12 W5 TIE IN TO: 16-5-62-12 W5 PLAN 912 1920
E04834	12-Aug-91	CR	PLA	PLA 910507	TWP 062 RGE 12 W5M NE 9, W 10	PIPELINE TIE IN FROM: 6-10-62-12 W5 TIE IN TO: 9-9-62-12 W5 PLAN 912 3725
E04835	4-Mar-92	CR	PLA	PLA 920063	TWP 062 RGE 12 W5M SW 7 TWP 062 RGE 13 W5M SE 12	PIPELINE TIE IN FROM: W/S 8-12-62-13 W5 TIE IN TO: 6-7-62-12 W5 PLAN 922 1456
E04836	20-Oct-92	CR	PLA	PLA 920515	TWP 062 RGE 12 W5M NW 7, SW 18	PIPELINE TIE IN FROM: W/S 3-18-62-12 W5 TIE IN TO: 11-7-62-12 W5 PLAN 922 3793
E04837	24-Feb-93	CR	PLA	PLA 930154	TWP 062 RGE 12 W5M NW 7 TWP 062 RGE 13 W5M NE 12	PIPELINE TIE IN FROM: 12-7-62-12 W5 TIE IN TO: 16-12-62-13 W5 PLAN 932 1046
E04838	29-Sep-93	CR	PLA	PLA 930947	TWP 061 RGE 12 W5M S 35	PIPELINE TIE IN FROM: 6-35-61-12 W5 TIE IN TO: 7-35-61-12 W5 PLAN 932 3096
E04839	30-May-61	CR	PLA	PLA 677	TWP 062 RGE 12 W5M NW 2, NE 3, S 11	PIPELINE TIE IN FROM: 16-3-62-12 W5 TIE IN TO: 9-11-62-12 W5 FLOW LINE, PLAN NOT REGISTERED
E04840	2-Mar-94	CR	PLA	PLA 940326	TWP 062 RGE 11 W5M NW 5	PIPELINE TIE IN FROM: W/S 14-5-62-11 W5 TIE IN TO: 11-5-62-11 W5 PLAN 942 0690
E04841	6-Jul-94	CR	PLA	PLA 940802	TWP 062 RGE 12 W5M SE 1	PIPELINE TIE IN FROM: W/S 8-1-62-12 W5 TIE IN TO: 1-1-62-12 W5 NOW UNDER PLAN 022 3407 (ORIGINAL PLAN 9422494)
E04842	1-Sep-94	CR	PLA	PLA 941021	TWP 062 RGE 12 W5M SE 18	PIPELINE TIE IN FROM: W/S 8-18-62-12 W5 TIE IN TO: 2-18-62-12 W5 PLAN 9521202

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E04843	3-Feb-95	CR	PLA	PLA 950142	TWP 062 RGE 12 W5M N 3, SE 10	PIPELINE TIE IN FROM: W/S 10-62-12 W5 TIE IN TO: 14-3-62-12 W5 PLAN 942 3868
E04844	30-Dec-60	CR	PLA	PLA 523	TWP 061 RGE 12 W5M NE 35, NW 36 TWP 062 RGE 12 W5M S 2, 3, N 4, SE 4, NE 5	PIPELINE TIE IN FROM: 16-5-62-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 1519 M.C.
E04845	24-Nov-95	CR	PLA	PLA 951363	TWP 062 RGE 12 W5M NE 10	PIPELINE TIE IN FROM: 16-10-62-12 W5 TIE IN TO: 16-10-62-12 W5 SKETCH ONLY
E04846	13-Dec-95	CR	PLA	PLA 951515	TWP 062 RGE 11 W5M NW 6	PIPELINE TIE IN FROM: W/S 12-6-62-11 W5 TIE IN TO: 14-6-62-11 W5 PLAN 962 0726
E04847	12-Jan-96	CR	PLA	PLA 951694	TWP 062 RGE 12 W5M NE 2, SE 11, SW 12	PIPELINE TIE IN FROM: W/S 4-12-62-12 W5 TIE IN TO: 16-2-62-12 W5 PLAN 962 2001
E04848	8-Feb-96	CR	PLA	PLA 960164	TWP 062 RGE 12 W5M SE 9	PIPELINE TIE IN FROM: W/S 2-9-62-12 W5 TIE IN TO: 2-9-62-12 W5 PLAN 962 0741
E04849	2-May-96	CR	PLA	PLA 960695	TWP 062 RGE 12 W5M N 2	PIPELINE TIE IN FROM: 14-2-62-12 W5 TIE IN TO: 16-2-62-12 W5 PLAN 962 2970
E04850	17-Jul-96	CR	PLA	PLA 960936	TWP 062 RGE 12 W5M SE 10, SW 11	PIPELINE TIE IN FROM: P/L 1-10-62-12 W5 TIE IN TO: 5-11-62-12 W5 PLAN 022 3422
E04851	25-Sep-97	CR	PLA	PLA 971886	TWP 062 RGE 12 W5M NW 1, NE 2, SE 11, SW 12	PIPELINE TIE IN FROM: W/S 14-1-62-12 W5M TIE IN TO: 2-11-62-12 W5M PLAN 982 3878
E04852	30-Jan-98	CR	PLA	PLA 980086	TWP 062 RGE 12 W5M N 1, SE 12	PIPELINE TIE IN FROM: 2-12-62-12 W5 TIE IN TO: 14-1-62-12 W5 PLAN 012 4048
E04853	8-Dec-97	CR	PLA	PLA 972387	TWP 062 RGE 12 W5M NW 7	PIPELINE TIE IN FROM: 13-7-62-12 W5 TIE IN TO: 11-7-62-12 W5 PLAN 992 3834
E04854	27-Sep-74	CR	PLA	PLA 5356	TWP 062 RGE 12 W5M N 5, NE 6, W 7, SE 7 TWP 062 RGE 13 W5M N 12, SW 12, S 13, SE 14	PIPELINE TIE IN FROM: 16-5-62-12 W5 TIE IN TO: 2-13-62-13 W5 ALL TIE IN LOCATIONS ON PLAN 752 0175 TIE IN FROM: 1-13-62-13 W5 TIE IN TO: 2-13-62-13 W5 TIE IN FROM: 2-13-62-13 W5 TIE IN TO: 1-14-62-13 W5 TIE IN FROM: 2-13-62-13 W5 TIE IN TO: 6-12-62-13 W5 TIE IN FROM: 2-13-62-13 W5 TIE IN TO: 14-12-62-13 W5 TIE IN FROM: 2-13-62-13 W5 TIE IN TO: 3-13-62-13 W5
E04855	15-May-98	CR	PLA	PLA 981265	TWP 062 RGE 12 W5M E 11, SW 11	PIPELINE TIE IN FROM: 10-11-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 012 4045
E04856	15-May-98	CR	PLA	PLA 981270	TWP 062 RGE 12 W5M W 11	PIPELINE TIE IN FROM: 12-11-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 012 4050
E04857	1-Jun-98	CR	PLA	PLA 981281	TWP 061 RGE 12 W5M NW 13, N 14	PIPELINE TIE IN FROM: 11-13-61-12 W5 TIE IN TO: 11-14-61-12 W5 PLAN 992 3818
E04858	24-Jan-00	CR	PLA	PLA 000034	TWP 062 RGE 12 W5M NE 2	PIPELINE TIE IN FROM: 15-2-62-12 W5 TIE IN TO: 16-2-62-12 W5 PLAN 002 0459
E04859	16-May-00	CR	PLA	PLA 001515	TWP 062 RGE 12 W5M SE 11, W 12	PIPELINE TIE IN FROM: 12-12--62-12 W5 TIE IN TO: 10-11-62-12 W5 PLAN 002 2182 (AREA 'B' ONLY)
E04860	4-May-00	CR	PLA	PLA 001485	TWP 061 RGE 12 W5M SW 13, SE 14	PIPELINE TIE IN FROM: 5-13-61-2 W5 TIE IN TO: 1-14-61-12 W5 PLAN 002 1891
E04861	14-Aug-00	CR	PLA	PLA 001690	TWP 061 RGE 12 W5M NW 13, NE 14, S 23	PIPELINE TIE IN FROM: W/S 13-13-61-12W5 TIE IN TO: 4-23-61-12W5 SURVEY PLAN TO BE REGISTERED
E04862	30-Jun-00	CR	PLA	PLA 001722	TWP 061 RGE 12 W5M N 35, SW 35	PIPELINE TIE IN FROM: 6-35-61-12W5 TIE IN TO: W/S 16-35-61-12W5 PLAN 002 3386
E04863	1-Dec-00	CR	PLA	PLA 002744	TWP 061 RGE 12 W5M E 34, SW 35	PIPELINE TIE IN FROM: W/S 16-34-61-12W5 TIE IN TO: 6-35-61-12W5 PLAN 012 1454
E04864	10-Apr-01	CR	PLA	PLA 011597	TWP 061 RGE 12 W5M S 28, NW 28	PIPELINE TIE IN FROM: 12-28-61-12W5 TIE IN TO: 7-28-61-12W5 PLAN 012 5428
E04865	26-Apr-01	CR	PLA	PLA 011688	TWP 062 RGE 12 W5M S 10	PIPELINE TIE IN FROM: W/S 7-10-62-12 W5 TIE IN TO: 13-3-61-12 W5 PLAN 012 2656
E04866	12-May-75	CR	PLA	PLA 5398	TWP 062 RGE 13 W5M S 11, W 12, SW 13	PIPELINE TIE IN FROM: W/S 6-11-62-13 W5 TIE IN TO: 4-11-62-13 W5 PLAN 752 1040

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E04867	27-Nov-01	CR	PLA	PLA 013131	TWP 061 RGE 12 W5M NE 22	PIPELINE TIE IN FROM: W/S 16-22-61-12W5 TIE IN TO: P/L 9-22-61-12W5 PLAN 012 6375
E04868	12-Oct-01	CR	PLA	PLA 012721	TWP 062 RGE 12 W5M E 1	PIPELINE TIE IN FROM: 10-1-62-12W5 TIE IN TO: 8-1-62-12W5 PLAN 012 4911
E04869	20-Jul-01	CR	PLA	PLA 012160	TWP 061 RGE 12 W5M S 23	PIPELINE TIE IN FROM: W/S 7-23-61-12W5 TIE IN TO: 4-23-61-12W5 PLAN 012 3598
E04870	2-Aug-01	CR	PLA	PLA 012291	TWP 061 RGE 12 W5M SW 13, E 14, NW 14, SW 23	PIPELINE TIE IN FROM: 5-13-61-12W5 TIE IN TO: 4-23-61-12W5 PLAN 012 5326
E04871	10-Oct-01	CR	PLA	PLA 012695	TWP 061 RGE 12 W5M NE 11	PIPELINE TIE IN FROM: P/L 9-11-61-12W5 TIE IN TO: P/L 15-11-61-12W5 PLAN 012 5851
E04872	3-Dec-01	CR	PLA	PLA 013160	TWP 062 RGE 12 W5M SW 10	PIPELINE TIE IN FROM: W/S 5-10-62-12W5 TIE IN TO: P/L 4-10-62-12W5 PLAN 012 6099
E04873	28-May-02	CR	PLA	PLA 021270	TWP 062 RGE 11 W5M SW 6	PIPELINE TIE IN FROM: P/L 4-6-62-11W5 TIE IN TO: W/S 3-6-62-11W5 PLAN 022 5251
E04874	2-Apr-02	CR	PLA	PLA 020912	TWP 062 RGE 11 W5M SW 6	PIPELINE TIE IN FROM: 5-6-62-11W5 TIE IN TO: 4-6-62-11W5 PLAN 022 1848
E04875	31-May-02	CR	PLA	PLA 021263	TWP 061 RGE 12 W5M NW 36 TWP 062 RGE 12 W5M SW 1	PIPELINE TIE IN FROM: P/L 6-36-61-12W5 TIE IN TO: 3-1-62-12W5 & 14-3-1- 62-12W5 PLAN 022 5243
E04876	2-Apr-02	CR	PLA	PLA 020942	TWP 062 RGE 12 W5M S 11	PIPELINE TIE IN FROM: 5-11-62-12W5 TIE IN TO: 5-11-62-12W5 PLAN 022 1866 TIE IN FROM: 6-11-62-12W5 TIE IN TO: 5-11-62-12W5
E04877	28-Feb-02	CR	PLA	PLA 020709	TWP 062 RGE 12 W5M N 11	PIPELINE TIE IN FROM: 11-11-62-12 W5 TIE IN TO: 9-11-62-12 W5 PLAN 022 1422
E04878	6-Mar-02	CR	PLA	PLA 020787	TWP 062 RGE 12 W5M NE 5, E 8	PIPELINE TIE IN FROM: 16-5-62-12 W5 TIE IN TO: 9-8-62-12 W5 PLAN 022 1421
E04879	27-May-02	CR	PLA	PLA 021264	TWP 061 RGE 12 W5M NW 36	PIPELINE TIE IN FROM: 13-36-61-12 W5 TIE IN TO: 13-36-61-12 W5 PLAN 022 5222
E04880	26-Apr-02	CR	PLA	PLA 021187	TWP 062 RGE 12 W5M S 9	PIPELINE TIE IN FROM: 6-9-62-12 W5 TIE IN TO: 1-9-62-12 W5 PLAN 022 3337
E04881	30-May-02	CR	PLA	PLA 021276	TWP 061 RGE 12 W5M NE 36 TWP 062 RGE 12 W5M SE 1 TWP 062 RGE 11 W5M SW 6	PIPELINE TIE IN FROM: 4-6-62-11 W5 TIE IN TO: 16-36-61-12 W5 PLAN 022 5198
E04882	3-Jul-02	CR	PLA	PLA 021424	TWP 062 RGE 12 W5M S 11, NE 11, NW 12	PIPELINE TIE IN FROM: W/S 12-12-62-12 W5 TIE IN TO: 6-11-62-12 W5 PLAN 022 5223
E04883	19-Jul-02	CR	PLA	PLA 021468	TWP 062 RGE 12 W5M N 3	PIPELINE TIE IN FROM: W/S 15-3-62-12 W5 TIE IN TO: 13-3-62-12 W5 PLAN 022 4967
E04884	22-Jul-02	CR	PLA	PLA 021385	TWP 061 RGE 12 W5M NE 14, SE 23	TIE IN FROM: W/S 16-14-61-12 W5 TIE IN TO: 2-23-61-12 W5 PLAN 022 5220
E04885	29-Jul-02	CR	PLA	PLA 021381	TWP 061 RGE 12 W5M S 13	PIPELINE TIE IN FROM: W/S 2-13-61-12 W5 TIE IN TO: 5-13-61-12 W5 PLAN 022 5221
E04886	17-Jul-02	CR	PLA	PLA 021473	TWP 061 RGE 12 W5M SE 14	PIPELINE TIE IN FROM: W/S 8-14-61-12 W5 TIE IN TO: 1-14-61-12 W5 PLAN 022 5336
E04887	29-Aug-92	CR	PLA	PLA 021611	TWP 061 RGE 12 W5M NE 35	PIPELINE TIE IN FROM: P/L 16-35-61-12 W5 TIE IN TO: 16-35-61-12 W5 PLAN 032 1247
E04888	29-Aug-02	CR	PLA	PLA 021604	TWP 062 RGE 12 W5M SE 5	PIPELINE TIE IN FROM: P/L 8-5-62-12 W5 TIE IN TO: 8-5-62-12 W5 PLAN 022 5946
E04889	13-Jun-03	CR	PLA	PLA 031661	TWP 062 RGE 12 W5M E 1	PIPELINE TIE IN FROM: 10-1-62-12 W5 TIE IN TO: 16-1-62-12 W5 PLAN 032 5999 TIE IN FROM: 8-1-62-12 W5 TIE IN TO: 10-1-62-12 W5 PLAN 032 5999

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E04890	4-Jul-03	CR	PLA	PLA 031680	TWP 061 RGE 12 W5M NE 36	PIPELINE TIE IN FROM: 16-36-61-12 W5 TIE IN TO: 16-36-61-12 W5 PLAN 032 6000
E04891	5-Jul-61	CR	BOE	ROE 7937	TWP 062 RGE 12 W5M W 3, SW 10	PIPELINE TIE IN FROM: 6-3-62-12 W5 TIE IN TO: 6-10-62-12 W5
E04892	19-Jun-63	CR	BOE	ROE 8368	TWP 062 RGE 12 W5M S 10, SW 11	PIPELINE TIE IN FROM: 6-10-62-12 W5 TIE IN TO: 6-11-62-12 W5 SKETCH PLAN ATTACHED TO ROE
E04925	19-Jul-96	CR	PLA	PLA 960989	TWP 064 RGE 13 W5M N 26, NE 34, W 35	PIPELINE RIGHT-OF-WAY
E04971	5-Jul-72	CR	PLA	PLA 4826	TWP 065 RGE 10 W5M W 28,S 29,SE 30	P/L 5-28-65-10 W5M BATTERY SITE TO 2-30-65-10W5M TIE IN LIC 8790-1, LIC 8198-3, LIC 23488-3
E05004	12-Jul-71	CR	PLA	PLA 4270	TWP 064 RGE 10 W5M NW 31 TWP 064 RGE 11 W5M E 36	P/L
E05007	14-Dec-67	CR	PLA	PLA 2985	TWP 065 RGE 11 W5M S 24	P/L
E05027	30-Aug-76	CR	PLA	PLA 760271	TWP 066 RGE 11 W5M N 9	P/L
E05035	2-Jun-88	CR	PLA	PLA 880391	TWP 065 RGE 10 W5M N 19,S 30 TWP 065 RGE 11 W5M S 25	P/L; PIPELINE TIE-IN FROM 5-25-65-11 W5M TO 1-30-65-10 W5M PIPELINE TIE-IN FROM 5-25-65-11 W5M TO 1-30-65-10 W5M TIE IN FROM: 5-25-65-11 W5M TIE IN TO: 2-30-65-10 W5M EUB LIC # 4106 (95)
E05052	26-Feb-64	CR	PLA	PLA 1399	TWP 064 RGE 11 W5M SE 35,SW 36	P/L
E05095	4-Oct-62	CR	PLA	PLA 994	TWP 065 RGE 11 W5M W 26,SE 27	P/L; 10-27 TO 5-26-65-11 W5M PIPELINE TIE-IN
E05217	16-May-07	CR	PLA	PLA 071171	TWP 061 RGE 12 W5M NW 13, SW 13	11-13 TO 5-13-61-12 W5M TIE IN FROM: 11-13-61-12 W5M TIE IN TO: 5-13-61-12 W5M
E05224	6-Nov-07	CR	PLA	PLA 072103	TWP 069 RGE 09 W5M NW 14, SW 14	12-14 TO 4-14-69-9 W5M TIE IN FROM: 12-14-69-9 W5M TIE IN TO: 4-14-69-9 W5M
E05227	6-Nov-07	CR	PLA	PLA 072098	TWP 069 RGE 09 W5M N 11, N 12, SE 12, SW 14	1-12 TO 4-14-69-9 W5M TIE IN FROM: 1-12-69-9 W5M TIE IN TO: 4-14-69-9 W5M PLAN 072 7497
E05398	24-Mar-03	CR	PLA	PLA 031015	TWP 067 RGE 18 W5M N 1, 2, N 3, NE 4	P/L TIE-IN 16-1 TO 10-4
E06301	17-Jun-64	FH	BOE	ROE 8519	TWP 067 RGE 18 W5M N 4 TWP 067 RGE 18 W5M NE 5	PIPELINE TIE IN FROM: 10-5-67-18W5 TIE IN TO: 10-4-67-18W5
E06302	17-Jun-64	CR	BOE	ROE 8520	TWP 067 RGE 18 W5M E 8 TWP 067 RGE 18 W5M SW 9	PIPELINE TIE IN FROM: 10-8-67-18W5 TIE IN TO: 4-9-67-18W5
E06303	4-May-66	CR	PLA	PLA 2033	TWP 067 RGE 18 W5M NW 17 TWP 067 RGE 18 W5M N&SW 18 TWP 067 RGE 19 W5M SE 13	PIPELINE TIE IN FROM: 2-13-67-19W5 TIE IN TO: 10-17-67-18W5
E06304	16-Nov-65	FH	BOE	ROE 8782	TWP 066 RGE 18 W5M W 32	PIPELINE TIE IN FROM: 12-32-66-18W5 TIE IN TO: 4-32-66-18W5
E06305	31-Mar-69	FH	BOE	ROE8941	TWP 066 RGE 18 W5M NW 32 TWP 066 RGE 18 W5M W&NE 31 TWP 067 RGE 18 W5M W&NE 4	PIPELINE TIE IN FROM: 5-31-66-18W5 TIE IN TO: 10-4-67-18W5
E06306	20-Feb-64	CR	BOE	ROE 8478	TWP 067 RGE 18 W5M W&NE 4 TWP 067 RGE 18 W5M SW 9	PIPELINE TIE IN FROM: 4-9-67-18W5 TIE IN TO: 10-4-67-18W5 TIE IN FROM: 6-4-67-18W5 TIE IN TO: 4-4-67-18W5
E06307	16-Nov-64	FH	BOE	ROE 8590	TWP 067 RGE 18 W5M NE 17, E 20	10-20 TO 10-17-67-18 W5M TIE IN FROM: 10-20-67-18 W5M TIE IN TO: 10-17-67-18 W5M TIE IN FROM: 6-20-67-18 TIE IN TO: 8-220-67-18
E06308	17-Nov-65	FH	BOE	ROE 8784	TWP 067 RGE 18 W5M NE 17 TWP 067 RGE 18 W5M SE 20 TWP 067 RGE 18 W5M W&NE 21	(10-21 TO 10-17-67-18-W5) (10-21 TO 10-17-67-18-W5) (10-21 TO 10-17-67-18-W5) TIE IN FROM: 10-21-67-18 TIE IN TO: 10-17-67-18
E06309	22-Jun-64	CR	BOE	ROE 8486	TWP 067 RGE 18 W5M N 9 TWP 067 RGE 18 W5M SW 16	PIPELINE TIE IN FROM: 4-16-67-18 TIE IN TO: 15-9-67-18
E06310	19-Nov-64	CR	PLA	PLA 1539	TWP 067 RGE 18 W5M NE 7 TWP 067 RGE 18 W5M E 18 TWP 067 RGE 18 W5M SW 16 TWP 067 RGE 18 W5M 17	PIPELINE TIE IN FROM: 10-18-67-18 TIE IN TO: 4-16-67-18 TIE IN FROM: 10-18-67-18 TIE IN TO: 10-7-67-18
E06311	14-Sep-64	CR	PLA	PLA 1553	TWP 067 RGE 18 W5M W 4 TWP 067 RGE 18 W5M S 5	PIPELINE TIE IN FROM: 4-5-67-18 TIE IN TO: 11-4-67-18
E06312	2-Mar-64	CR	PLA	PLA 1592	TWP 067 RGE 18 W5M NE 9 TWP 067 RGE 18 W5M SE 16	PIPELINE TIE IN FROM: 10-9-67-18 TIE IN TO: 7-16-67-18
E06313	31-Jan-66	CR	PLA	PLA 1962	TWP 067 RGE 18 W5M N 18	PIPELINE
E06314	3-May-71	CR	PLA	PLA 4075	TWP 067 RGE 18 W5M SW 4	PIPELINE TIE IN FROM: 6-4-67-18 TIE IN TO: 4-4-67-18
E06315	20-Apr-71	CR	PLA	PLA 4179	TWP 066 RGE 18 W5M N&SW 31 TWP 066 RGE 18 W5M NW 32 TWP 067 RGE 18 W5M N&SW 4	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 5-31-66-18
E06316	29-Mar-71	CR	PLA	PLA 4196	TWP 067 RGE 18 W5M NW 17	PIPELINE TIE IN FROM: 13-17-67-18 TIE IN TO: 11-17-67-18
E06317	7-Feb-74	CR	PLA	PLA 4802	TWP 067 RGE 18 W5M NW 15 TWP 067 RGE 18 W5M NE 16	PIPELINE TIE IN FROM: 10-16-67-18 TIE IN TO: 14-15-67-18

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E06319	16-Sep-76	CR	PLA	PLA 6144	TWP 067 RGE 18 W5M E 4 TWP 066 RGE 18 W5M W 7, W&NE 18, E 19, NW 20, W&NE 29, E 32 TWP 066 RGE 19 W5M E 1, SE 12	PIPELINE TIE IN FROM: 2-1-65-19 TIE IN TO: 2-4-67-19
E06320	14-Mar-77	CR	PLA	PLA 770170	TWP 067 RGE 18 W5M NE 4, E 9, SE 15, SE 16	PIPELINE TIE IN FROM: 4-15-67-18 TIE IN TO: 10-4-67-18
E06322	19-Feb-86	CR	PLA	PLA 860191	TWP 067 RGE 18 W5M NE 9	PIPELINE TIE IN FROM: 15-9-67-18 TIE IN TO: 16-9-67-18
E06323	13-Nov-85	CR	PLA	PLA 850776	TWP 067 RGE 18 W5M W 17	PIPELINE TIE IN FROM: 5-17-67-18 TIE IN TO: 11-17-67-18
E06324	13-Nov-85	CR	PLA	PLA 850777	TWP 067 RGE 18 W5M NE 17, SE 20	2-20 TO 10-17-67-18 W5M TIE IN FROM: 2-20-67-18 W5M TIE IN TO: 10-17-67-18 W5M
E06325	24-Jul-86	CR	PLA	PLA 860503	TWP 067 RGE 18 W5M SW 16, NE 16, SE 16	4-16 TO 10-16-67-18 W5M TIE IN FROM: 4-16-67-18 W5M TIE IN TO: 10-16-67-18 W5M PLAN NO. 862 2452
E06326	1-Dec-86	CR	PLA	PLA 860717	TWP 067 RGE 18 W5M NE 4	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 10-4-67-18
E06327	22-Jan-87	CR	PLA	PLA 860748	TWP 066 RGE 18 W5M W 7 TWP 066 RGE 18 W5M N&SW 18 TWP 066 RGE 18 W5M E 19 TWP 066 RGE 18 W5M NW 20 TWP 066 RGE 18 W5M N&SW 29 TWP 066 RGE 18 W5M E 32 TWP 066 RGE 19 W5M E 1 TWP 066 RGE 19 W5M SE 12 TWP 067 RGE 18 W5M E 4	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 2-1-66-19
E06330	12-Jun-89	CR	PLA	PLA 890377	TWP 067 RGE 19 W5M NE 35 TWP 068 RGE 19 W5M S 2 TWP 068 RGE 19 W5M SE 3	PIPELINE TIE IN FROM: WE 7-3-68-19 W5M TIE IN TO: 2-3-68-19 W5M EUB 26205 (3) TIE IN FROM: C/S 2-3-68-19 W5M TIE IN TO: 10-35-67-19 W5M EUB 26205 (2)
E06331	12-Dec-89	CR	PLA	PLA 890754	TWP 067 RGE 18 W5M NE 16 TWP 067 RGE 18 W5M SE 21	PIPELINE TIE IN FROM: 2-21-67-18 TIE IN TO: 10-16-67-18
E06332	3-Jan-91	CR	PLA	PLA 900984	TWP 067 RGE 18 W5M SE 10	PIPELINE TIE IN FROM: 8-15-35-20 W4M TIE IN TO: 1-10-37-20 W4M TIE IN FROM: 16-3-37-20 W4M TIE IN TO: 1-10-37-20 W4M PLAN NO 792 0068 TIE IN FROM: 2-10-37-20W4M TIE IN TO: 7-3-37-20 W4M
E06333	16-Jan-91	CR	PLA	PLA 910003	TWP 067 RGE 18 W5M E 8 TWP 067 RGE 18 W5M NW 4 TWP 067 RGE 18 W5M SE 17 TWP 067 RGE 18 W5M SW 9	PIPELINE
E06334	21-Jan-92	CR	PLA	PLA 920012	TWP 067 RGE 18 W5M NE 16	PIPELINE TIE IN FROM: 10-16-67-18 TIE IN TO: 16-16-67-18
E06335	17-Mar-92	CR	PLA	PLA 920191	TWP 067 RGE 18 W5M SE 20	1-20 TO 2-20-67-18 W5M TIE IN FROM: 1-20-67-18 W5M TIE IN TO: 2-20-67-18 W5M PLAN NO. 922 0960
E06336	14-Jul-92	CR	PLA	PLA920373	TWP 067 RGE 18 W5M SE 16 TWP 067 RGE 18 W5M SW 15	PIPELINE TIE IN FROM: 2-16-67-18 TIE IN TO: 6-15-67-18
E06337	25-Aug-92	CR	PLA	PLA 920440	TWP 067 RGE 18 W5M N 17 TWP 067 RGE 18 W5M S 20	PIPELINE TIE IN FROM: 14-17-67-18 TIE IN TO: 2-20-67-18
E06338	8-Sep-92	CR	PLA	PLA 920469	TWP 067 RGE 18 W5M S 20	6-20 TO 2-20-67-18 W5M TIE IN FROM: 6-20-67-18 W5M TIE IN TO: 2-20-67-18 W5M PLAN NO. 932 1914
E06339	23-Nov-92	CR	PLA	PLA920645	TWP 067 RGE 18 W5M W 15	PIPELINE TIE IN FROM: 11-15-67-18 TIE IN TO: 4-15-67-18
E06340	8-Mar-93	CR	PLA	PLA 930306	TWP 067 RGE 18 W5M N&SE 16 TWP 067 RGE 18 W5M SW 21	PIPELINE TIE IN FROM: 6-21-67-18 TIE IN TO: 2-16-67-18
E06341	9-Jul-93	CR	PLA	PLA930625	TWP 067 RGE 18 W5M SW 20	PIPELINE TIE IN FROM: 5-20-67-18 TIE IN TO: 4-20-67-18
E06342	20-Aug-93	CR	PLA	PLA930802	TWP 067 RGE 18 W5M NW 17 TWP 067 RGE 18 W5M SW 20	PIPELINE TIE IN FROM: 2-16-6-67-18 TIE IN TO: 4-15-67-18
E06343	23-Aug-93	CR	PLA	PLA 930828	TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M NW 3	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 14-3-67-18
E06344	29-Sep-93	CR	PLA	PLA930944	TWP 067 RGE 18 W5M NE 10 TWP 067 RGE 18 W5M S 15 TWP 067 RGE 18 W5M SE 16	PIPELINE TIE IN FROM: 2-16-6-67-18 TIE IN TO: 4-15-67-18
E06345	7-Oct-93	CR	PLA	PLA930980	TWP 067 RGE 18 W5M N 9 TWP 067 RGE 18 W5M SE 16	PIPELINE TIE IN FROM: 2-16-67-18 TIE IN TO: 11-9-67-18
E06346	7-Oct-93	CR	PLA	PLA930981	TWP 067 RGE 18 W5M S 15	PIPELINE TIE IN FROM: 5-15-67-18 TIE IN TO: 4-15-67-18
E06347	3-Dec-93	CR	PLA	PLA 931286	TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M SE 9 TWP 067 RGE 18 W5M SW 10	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 6-10-67-18 TIE IN FROM: 10-4-67-18 TIE IN TO: 2-9-67-18
E06348	18-Jan-94	CR	PLA	PLA 931587	TWP 067 RGE 18 W5M N 16 TWP 067 RGE 18 W5M SE 21	PIPELINE TIE IN FROM: 7-21-67-18 TIE IN TO: 2-16-67-18
E06349	6-Apr-94	CR	PLA	PLA 940565	TWP 067 RGE 18 W5M NW 10 TWP 067 RGE 18 W5M SW 15	PIPELINE TIE IN FROM: 3-15-67-18 TIE IN TO: 14-10-67-18

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E06350	6-Jul-94	CR	PLA	PLA940817	TWP 067 RGE 18 W5M NE 8 TWP 067 RGE 18 W5M NW 9	PIPELINE TIE IN FROM: 14-4-67-18 TIE IN TO: 11-9-67-18
E06351	3-Oct-94	CR	PLA	PLA941165	TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M SE 9 TWP 067 RGE 18 W5M SW 10	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 3-10-67-18
E06352	28-Oct-94	CR	PLA	PLA941329	TWP 067 RGE 18 W5M SE 17	PIPELINE TIE IN FROM: 2-17-67-18 TIE IN TO: 2-17-67-18
E06353	1-Dec-94	CR	PLA	PLA 941631	TWP 067 RGE 18 W5M E 20, NE 17	9-20 TO 10-17-67-18 W5M TIE IN FROM: 9-20-67-18 W5M TIE IN TO: 10-17-67-18 W5M PLAN NO. 962 1636
E06354	3-May-95	CR	PLA	PLA941632	TWP 067 RGE 18 W5M N 17 TWP 067 RGE 18 W5M NE 18 TWP 067 RGE 18 W5M SE 19	PIPELINE TIE IN FROM: 1-19-67-18 TIE IN TO: 11-17-67-18
E06355	16-Feb-95	CR	PLA	PLA950405	TWP 067 RGE 18 W5M E 20 TWP 067 RGE 18 W5M NE 17	PIPELINE TIE IN FROM: 9-20-67-18 TIE IN TO: 10-17-67-18
E06356	2-Jan-87	FH	EAS	GENERAL	TWP 064 RGE 19 W5M NE 9 TWP 064 RGE 19 W5M W 10 TWP 064 RGE 19 W5M E 16 TWP 064 RGE 19 W5M E 21 TWP 064 RGE 19 W5M NW 22 TWP 064 RGE 19 W5M W 27 TWP 064 RGE 19 W5M E&SW 34 TWP 065 RGE 19 W5M W 2 TWP 065 RGE 19 W5M SE 3 TWP 065 RGE 19 W5M N&SW 11 TWP 065 RGE 19 W5M E 14 TWP 065 RGE 19 W5M E 23 TWP 065 RGE 19 W5M NW 24 TWP 065 RGE 19 W5M W 25 TWP 065 RGE 19 W5M N&SW 36 TWP 066 RGE 18 W5M W 7 TWP 066 RGE 18 W5M N&SW 18 TWP 066 RGE 18 W5M E 19 TWP 066 RGE 18 W5M NW 20 TWP 066 RGE 18 W5M N&SW 29 TWP 066 RGE 18 W5M E 32 TWP 066 RGE 19 W5M E 1 TWP 066 RGE 19 W5M SE 12 TWP 067 RGE 18 W5M E 4	POWERLINE TIE IN FROM: 10-4-67-18 TIE IN TO: 8-9-64-19
E06357	5-Sep-69	CR	PLA	PLA 3394	TWP 066 RGE 18 W5M W 31 TWP 067 RGE 18 W5M E 6 TWP 067 RGE 18 W5M SW 5	PIPELINE
E06358	6-Oct-69	CR	PLA	PLA 3555	TWP 067 RGE 18 W5M NE 6 TWP 067 RGE 18 W5M W&SE 7 TWP 067 RGE 19 W5M NE 12 TWP 067 RGE 19 W5M SE 13	PIPELINE TIE IN FROM: BE 10-6-67-18 W5M TIE IN TO: BE 2-13-67-19 W5M EUB 29151 (2) WATER P/L
E06359	13-Mar-73	CR	PLA	PLA 5002	TWP 066 RGE 18 W5M NE 31 TWP 066 RGE 18 W5M NW 32	PIPELINE TIE IN FROM: 10-31-66-18 TIE IN TO: 12-32-66-18
E06360	3-Feb-78	CR	PLA	PLA 780009	TWP 066 RGE 18 W5M W 31 TWP 067 RGE 18 W5M NW 4 TWP 067 RGE 18 W5M S&NE 5 TWP 067 RGE 18 W5M SW 9	PIPELINE TIE IN FROM: 4-9-67-18 TIE IN TO: 5-31-66-18
E06361	18-May-79	CR	PLA	PLA 790228	TWP 066 RGE 18 W5M N&SW 31 TWP 066 RGE 18 W5M NW 32 TWP 067 RGE 18 W5M N&SW 4	PIPELINE TIE IN FROM: 10-4-67-18 TIE IN TO: 10-31-66-18 TIE IN FROM: 10-4-67-18 TIE IN TO: 5-31-66-19
E06362	2-Apr-82	CR	PLA	PLA 820118	TWP 067 RGE 18 W5M E 18 TWP 067 RGE 18 W5M E 8 TWP 067 RGE 18 W5M S 17 TWP 067 RGE 18 W5M SW 9	PIPELINE TIE IN FROM: 4-9-67-18 TIE IN TO: 10-18-67-18
E06363	7-Nov-85	CR	PLA	PLA 850748	TWP 067 RGE 18 W5M NE 4, E&NW 9, NW 10, S&NW 16, E&NW 17	PIPELINE TIE IN FROM: 12-17-67-18 TIE IN TO: 10-4-67-18 TIE IN FROM: 12-16-67-18 TIE IN TO: 2-16-67-18 TIE IN FROM: 12-10-67-18 TIE IN TO: 2-9-67-18
E06364	15-Aug-86	CR	PLA	PLA 860547	TWP 067 RGE 18 W5M NW 17	11-17 TO 14-17-67-18 W5M TIE IN FROM: 14-17-67-18 TIE IN TO: 11-17-67-18
E06365	9-Apr-90	CR	PLA	PLA 900205	TWP 067 RGE 18 W5M S 9	4-9 TO 2-9-67-18 W5M TIE IN FROM: 4-9-67-18 W5M TIE IN TO: 2-9-67-18 W5M PLAN NO. 902 1873
E06366	6-Mar-90	CR	PLA	PLA 900206	TWP 067 RGE 18 W5M E 16	10-16 TO 2-16-67-18 W5M TIE IN FROM: 10-16-67-18 W5M TIE IN TO: 2-16-67-18 W5M PLAN NO. 902 1872
E06367	13-Feb-91	CR	EAS	EZE910047	TWP 067 RGE 18 W5M NW 16 TWP 067 RGE 18 W5M S 21	MLL

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E07411	27-Mar-85	CR	PLA	PLA 850230	TWP 067 RGE 18 W5M N&SW 4 TWP 067 RGE 18 W5M E 8 TWP 067 RGE 18 W5M SW 9 TWP 067 RGE 18 W5M N&SE 17 TWP 067 RGE 18 W5M NE 18 TWP 067 RGE 18 W5M S&NW 19 TWP 067 RGE 18 W5M SW 30 TWP 067 RGE 19 W5M N&SE 25 TWP 067 RGE 19 W5M N 35 TWP 067 RGE 19 W5M W 36	PIPELINE TIE IN FROM: BE 11-35-67-19 W5M TIE IN TO: BE 10-35-67-19 W5M EUB 21659 (3) TIE IN FROM: P/L 10-35-67-19 W5M TIE IN TO: P/L 16-18-67-18 W5M EUB 21659 (1) TIE IN FROM: P/L 16-18-67-18 W5M TIE IN TO: GP 10-4-67-18 W5M EUB 21659 (2) TIE IN FROM: 7-17-067-18 W5 TIE IN TO: 10-17-067-18 W5M
E07494	1-Apr-96	CR	PLA	PLA 960660	TWP 067 RGE 18 W5M N&SW 20 TWP 067 RGE 18 W5M NE 18 TWP 067 RGE 18 W5M NW 17 TWP 067 RGE 18 W5M NW 21	(11-21 TO 16-18-67-18-W5 TIE IN) (11-21 TO 16-18-67-18-W5 TIE IN) (11-21 TO 16-18-67-18-W5 TIE IN) (11-21 TO 16-18-67-18-W5 TIE IN)
E07495	19-Jul-95	CR	PLA	PLA 950962	TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M NW 3	() ()
E07509	28-Feb-97	CR	PLA	PLA 970245	TWP 067 RGE 18 W5M SW 20	()
E07515	10-Mar-97	CR	PLA	PLA 970960	TWP 067 RGE 18 W5M W 10	()
E07596	7-Jan-98	CR	PLA	PLA 972514	TWP 069 RGE 08 W5M S 7	PIPELINE
E07712	12-Dec-63	CR	PLA	PLA 1262	TWP 069 RGE 09 W5M NW 14 TWP 069 RGE 09 W5M NE 15	10-15 TO 12-14-69-9 W5M TIE IN FROM: 10-15-69-9 W5M TIE IN TO: 12-14-69-9 W5M
E07713	12-Dec-63	CR	PLA	PLA 1264	TWP 069 RGE 09 W5M W 14	PIPELINE
E07714	24-Jan-64	CR	PLA	PLA 1393	TWP 069 RGE 08 W5M S 7 TWP 069 RGE 08 W5M SW 8	PIPELINE
E07715	13-Jan-63	CR	PLA	PLA 1354	TWP 069 RGE 09 W5M N 12	PIPELINE
E07716	26-Nov-63	CR	PLA	PLA 1325	TWP 069 RGE 09 W5M S 12	PIPELINE
E07717	28-Nov-63	CR	PLA	PLA 1270	TWP 069 RGE 08 W5M W 6	PIPELINE
E07718	28-Feb-64	CR	PLA	PLA 1434	TWP 069 RGE 09 W5M S 13	PIPELINE
E07719	12-Dec-63	CR	PLA	PLA 1263	TWP 069 RGE 09 W5M NW 14 TWP 069 RGE 09 W5M SW 23	PIPELINE
E07720	20-Feb-64	CR	PLA	PLA 1444	TWP 069 RGE 09 W5M E 11 TWP 069 RGE 09 W5M NW 12	PIPELINE
E07721	19-Feb-64	CR	PLA	PLA 1397	TWP 069 RGE 09 W5M NE 11 TWP 069 RGE 09 W5M NW 12 TWP 069 RGE 09 W5M SE 14	PIPELINE
E07722	12-Mar-65	CR	PLA	PLA 1654	TWP 068 RGE 08 W5M NE 31 TWP 068 RGE 08 W5M NW 32 TWP 069 RGE 08 W5M SW 5	PIPELINE
E07724	21-Jun-93	CR	PLA	PLA 930628	TWP 069 RGE 09 W5M NE 1	PIPELINE
E07729	28-Jan-94	CR	PLA	PLA 940044	TWP 069 RGE 08 W5M E 6	PIPELINE
E07730	25-Jan-94	CR	PLA	PLA 940047	TWP 069 RGE 09 W5M NE 12 TWP 069 RGE 09 W5M SE 13	PIPELINE
E07752	17-Apr-96	CR	PLA	PLA 960729	TWP 069 RGE 08 W5M SW 7 TWP 069 RGE 09 W5M E 12 TWP 069 RGE 09 W5M S 13 TWP 069 RGE 09 W5M NW 13 TWP 069 RGE 09 W5M NE 14 TWP 069 RGE 09 W5M NE 21 TWP 069 RGE 09 W5M N 22 TWP 069 RGE 09 W5M S 23 TWP 069 RGE 09 W5M NW 23	PIPELINE
E07807	9-Sep-99	CR	PLA	PLA 991217	TWP 067 RGE 18 W5M SW 15 TWP 067 RGE 18 W5M SE 16	PIPELINE
E07808	16-Nov-99	CR	PLA	PLA 991483	TWP 067 RGE 18 W5M NW 15 TWP 067 RGE 18 W5M E 16	PIPELINE
E07809	16-Nov-99	CR	PLA	PLA 991484	TWP 067 RGE 18 W5M SW 15	PIPELINE
E07831	8-Feb-00	CR	PLA	PLA 000501	TWP 067 RGE 18 W5M NE 4	PIPELINE
E07832	8-Feb-00	CR	PLA	PLA 000534	TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M SE 9 TWP 067 RGE 18 W5M SW 10	PIPELINE
E07835	31-Jan-66	CR	PLA	PLA 2603	TWP 069 RGE 09 W5M S 14	PIPELINE
E08987	20-Aug-02	CR	PLA	PLA 012776	TWP 067 RGE 18 W5M S 8 TWP 067 RGE 18 W5M N 5 TWP 067 RGE 18 W5M W 4	(W/S @ 100/2-8-67-18 W5 TO NEW INLET HEADER AT 10-5-67-18 W5M) (W/S @ 100/2-8-67-18 W5 TO NEW INLET HEADER AT 10-5-67-18 W5M) (W/S @ 100/2-8-67-18 W5 TO NEW INLET HEADER AT 10-5-67-18 W5M)
E08988	13-Sep-01	CR	PLA	PLA 012381	TWP 068 RGE 08 W5M E 31 TWP 068 RGE 08 W5M NW 32	PIPELINE
E09103	31-Mar-04	CR	PLA	PLA 041347	TWP 067 RGE 18 W5M W 30 TWP 067 RGE 18 W5M NW 19	PIPELINE
E09109	30-Jan-06	CR	PLA	PLA 055035	TWP 067 RGE 18 W5M S 15	PIPELINE
E09114	1-Feb-06	CR	PLA	PLA 055026	TWP 067 RGE 18 W5M NW 17 TWP 067 RGE 18 W5M NE 18 TWP 067 RGE 18 W5M SW 20	PIPELINE
E09131	19-Dec-07	CR	PLA	PLA 072646	TWP 062 RGE 11 W5M NE 6, SE 7, SW 8	8-7 TO 9-6-62-11 W5M TIE IN FROM: 8-7-62-11 W5M TIE IN TO: 9-6-62-11 W5M

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E09140	15-Jan-08	CR	PLA	PLA 073294	TWP 069 RGE 09 W5M SW 13, SE 13, NE 12	10-12 TO 2-13 TO 4-13-69-9 W5M TIE IN FROM: 10-12-69-9 W5M TIE IN TO: 2-13-69-9 W5M TIE IN FROM: 2-13-69-9 W5M TIE IN TO: 4-13-69-9 W5M
E09141	14-Feb-08	CR	PLA	PLA 073295	TWP 069 RGE 09 W5M SE 13 TWP 069 RGE 08 W5M SW 18	2-13-69-9 TO 4-18-69-8 W5M TIE IN FROM: 2-13-69-9 W5M TIE IN TO: 4-18-69-8 W5M
E09144	17-Jan-08	CR	PLA	PLA 073296	TWP 069 RGE 09 W5M SE 12, SW 12 TWP 069 RGE 08 W5M NW 6, SW 7	4-7-69-8 W5M & 1-12-69-9 W5M TO 4-12-69-9 W5M TIE IN FROM: 4-7-69-8 W5M TIE IN TO: 4-12-69-9 W5M PLAN NO. 072 7836 TIE IN FROM: 1-12-69-9 W5M TIE IN TO: 4-12-69-9 W5M
E09145	6-Mar-08	CR	PLA	PLA 080071	TWP 069 RGE 08 W5M SW 6, NW 6, SW 7	4-7 TO 4-6-69-8 W5M TIE IN FROM: 4-7-69-8 W5M TIE IN TO: 4-6-69-8 W5M PLAN NO. 072 7577
E09146	15-Jan-08	CR	PLA	PLA 073298	TWP 069 RGE 08 W5M SW 6 TWP 068 RGE 08 W5M NE 31, NW 31	4-6-69-8 W5M TO 10-31-68-8 W5M TIE IN FROM: 4-6-69-8 W5M TIE IN TO 10-31-68-8 W5M PLAN NO. 072 7644
E09147	10-Jan-08	CR	PLA	PLA 073343	TWP 068 RGE 08 W5M NE 31, SE 31, SW 31	10-31 TO 4-31-68-8 W5M TIE IN FROM: 10-31-68-8 W5M TIE IN TO 4-31-68-8 W5M PLAN NO. 072 7617
E09148	23-Jan-08	CR	PLA	PLA 073344	TWP 068 RGE 08 W5M NE 31, SE 31, SW 32	10-31 TO 4-32-68-8 W5M TIE IN FROM: 10-31-68-8 W5M TIE IN TO 4-32-68-8 W5M PLAN 072 7858
E09149	14-Jan-08	CR	PLA	PLA 073345	TWP 069 RGE 08 W5M SE 5, SW 5, NE 6, SE 6, NW 6, SW 7	4-7 TO 2-5-69-8 W5M TIE IN FROM: 4-7-69-8 W5M TIE IN TO: 2-5-69-8 W5M PLAN NO. 072 7628
E09150	1-Feb-08	CR	PLA	PLA 073369	TWP 069 RGE 08 W5M SE 7, SW 7, SW 8	4-7 TO 4-8-69-8 W5M TIE IN FROM: 4-7-69-8 W5M TIE IN TO: 4-8-69-8 W5M PLAN NO. 072 7535
E09165	3-Jan-06	CR	PLA	PLA 053545	TWP 069 RGE 09 W5M NE 12, NW 12, SE 12 TWP 069 RGE 08 W5M SW 7	12-12-69-9 W5M TO 4-7-69-8 W5M TIE IN FROM: 12-12-69-9 W5M TIE IN TO: 4-7-69-8 W5M PLAN 082 2992
E09166	6-Dec-05	CR	PLA	PLA 053575	TWP 069 RGE 08 W5M NE 6, NW 6, SW 7	10-6 TO 4-7-69-8 W5M TIE IN FROM: 10-6-69-8 W5M TIE IN TO: 4-7-69-8 W5M
E09167	1-Dec-05	CR	PLA	PLA 053604	TWP 069 RGE 08 W5M NW 5, NE 6	11-5 TO 10-6-69-8 W5M TIE IN FROM: 11-5-69-8 W5M TIE IN TO: 10-6-69-8 W5M PLAN 102 4073 INSTRUMENT NO 102 229 598
E09253	4-Mar-08	CR	PLA	PLA 080407	TWP 062 RGE 12 W5M SE 20, NE 17, NW 16, NW 15	1-20 TO 13-15-62-12 W5M TIE IN FROM: 1-20-62-12 W5M TIE IN TO: 13-15-62-12 W5M
E09254	4-Mar-08	CR	PLA	PLA 080266	TWP 062 RGE 11 W5M SE 6, NE 6	7-6 TO 9-6-62-11 W5M TIE IN FROM: 7-6-62-11 W5M TIE IN TO: 9-6-62-11 W5M
E09289	12-Feb-08	CR	PLA	PLA 073575	TWP 062 RGE 11 W5M NE 5, NW 5	P/L TIE-IN 15-5 TO 9-6-62-11 W5M TIE IN FROM: 15-5-62-11 W5M TIE IN TO: 9-6-62-11 W5M
E09308	31-Jan-06	CR	PLA	PLA 055029	TWP 067 RGE 18 W5M NE 16, SW 21, SE 21	2-21 TO 10-16-67-18 W5M TIE IN FROM: 2-21-67-18 W5M TIE IN TO: 10-16-67-18 W5M
E09309	30-Nov-05	CR	PLA	PLA 053576	TWP 069 RGE 08 W5M SW 7, NW 6	4-7 TO 4-7-69-8 W5M TIE IN FROM: 4-7-69-8 W5M TIE IN TO: 4-7-69-8 W5M
E09310	9-Mar-06	CR	PLA	PLA 061489	TWP 069 RGE 09 W5M SE 11, SW 12, NW 12	2-11 TO 12-12-69-9 W5M TIE IN FROM: 2-11-69-9 W5M TIE IN TO: 12-12-69-9 W5M
E09311	27-Jun-02	CR	PLA	PLA 012764	TWP 067 RGE 18 W5M N 9, SE 16	13-9 TO 2-16-67-18 W5M TIE IN FROM: 13-9-67-18 W5M TIE IN TO: 2-16-67-18 W5M
E09325	23-Oct-08	CR	PLA	PLA 081582	TWP 068 RGE 08 W5M SW 32, SE 31, NE 31	3-32 TO 10-31-68-8 W5M TIE IN FROM: 3-32-68-8 W5M TIE IN TO: 10-31-68-8 W5M
E09326	30-Oct-08	CR	PLA	PLA 081527	TWP 069 RGE 08 W5M NE 7	9-7 TO 10-7-69-8 W5M TIE IN FROM: 9-7-69-8 W5M TIE IN TO: 10-7-69-8 W5M
E09332	6-Oct-08	CR	PLA	PLA 081702	TWP 061 RGE 12 W5M NE 18	10-18 TO 10-18-61-12 W5M TIE IN FROM: 10-18-61-12 W5M TIE IN TO: 10-18-61-12 W5M
E09333	16-Oct-08	CR	PLA	PLA 081701	TWP 061 RGE 12 W5M SE 20, NE 17, NW 17, NE 18, SE 18	2-20 TO 8-18-61-12 W5M TIE IN FROM: 2-20-61-12 W5M TIE IN TO: 8-18-61-12 W5M
E09334	6-Oct-08	CR	PLA	PLA 081774	TWP 061 RGE 12 W5M NW 8, SW 17, SE 17, SE 18, NE 18	11-8 & 7-17 TO 10-18-61-12 W5M TIE IN FROM: 11-8 & 7-17-61-12 W5M TIE IN TO: 10-18-61-12 W5M TIE IN FROM: 4-17-61-12 W5M TIE IN TO: 7-17-61-12 W5M
E09335	4-Nov-08	CR	PLA	PLA 081777	TWP 061 RGE 12 W5M S 28, S 29, N 20, SE 19, NE 18	10-18 TO 7-28-61-12 W5M TIE IN FROM: 10-18-61-12 W5M TIE IN TO: 7-28-61-12 W5M
E09428	15-Mar-07	CR	PLA	PLA 070620	TWP 061 RGE 12 W5M NE 7, S 17, W 16, NE 16, NW 15, S 22	PIPELINE FROM 16-7-61-12 W5M TO 7-22-61-12 W5M TIE IN FROM: 16-7-61-12 W5M TIE IN TO: 7-22-61-12 W5M TIE IN FROM: 7-22-61-12 W5M TIE IN TO: 7-22-61-12 W5M INSTALLED FEBRUARY 2012
E09430	29-Jun-09	CR	PLA	PLA 090617	TWP 061 RGE 12 W5M SE 19, NE 18	1-19 TO 15-18-61-12 W5M TIE IN FROM: 1-19-61-12 W5M TIE IN TO: 15-18-61-12 W5M
E09431	29-Jun-09	CR	PLA	PLA 090618	TWP 061 RGE 12 W5M SW 19, N 18	4-19 TO 10-18-61-12 W5M TIE IN FROM: 4-19-61-12 W5M TIE IN TO: 10-18-61-12 W5M
E09445	20-Oct-08	CR	PLA	PLA 081740	TWP 061 RGE 12 W5M NE 36 TWP 061 RGE 11 W5M NW 31	PIPELINE FROM 11-31-61-11 W5M TO 16-36-61-12 W5M
E09487	12-Mar-10	CR	PLA	PLA 100142	TWP 061 RGE 12 W5M NE 18, SE 19, W 20, S 28, S 29	10-18 TO 7-28-61-12 W5M TIE IN FROM: 10-18-61-12 W5M TIE IN TO: 7-28-61-12 W5M
E09496	3-May-10	CR	PLA	PLA 100351	TWP 061 RGE 11 W5M NW 31 TWP 061 RGE 12 W5M NE 36, SE 36	6-31 TO 11-31-61-11 W5M TIE IN FROM: 6-31-61-11 W5M TIE IN TO: 11-31-61-11 W5M

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E09555	2-Nov-10	IOGC	PLA	RW-4556 (PLA 100617)	TWP 61 RGE 12 W5M SE 6 TWP 60 RGE 12 W5M NE 31 TWP 60 RGE 12 W5M SE 31 TWP 60 RGE 12 W5M NW 31	W/S 2-31-60-12 W5 TO 1-7-61-12 W5 TIE IN
E09555-01	18-Aug-10	CR	PLA	PLA 100617	TWP 061 RGE 12 W5M SE 6 TWP 061 RGE 12 W5M SE 7 TWP 061 RGE 12 W5M NE 6	2-31-60-12 TO 7-1-61-12 W5M TIE IN FROM: 2-31-60-12 W5 TIE IN TO: 1-7-61-12 W5
E09600	7-Oct-11	CR	PLA	PLA 111725	TWP 061 RGE 12 W5M NE 17 TWP 061 RGE 12 W5M SE 20 TWP 061 RGE 12 W5M SW 21	4-21-61-12 W5 TO 2-20-61-12 W5 TIE IN FROM: 4-21-61-12 W5M TIE IN TO: 2-20-61-12 W5M EUB LICENCE 54030-26
E09623	3-Dec-09	CR	PLA	PLA 091338	TWP 061 RGE 12 W5M NW 8 TWP 061 RGE 12 W5M SE 18 TWP 061 RGE 12 W5M SW 17	11 -8 TO 10-18-61-12 W5M TIE IN FROM: 11-8-61-12 W5M TIE IN TO: 10-18-61-12 W5M
E09624	22-Jan-10	CR	PLA	PLA 091516	TWP 061 RGE 13 W5M NE 24 TWP 061 RGE 12 W5M W 19	9-24-61-13 TO 4-19-61-12 W5M 9-24-61-13 TO 4-19-61-12 W5M TIE IN FROM: 9-24-61-13 W5M TIE IN TO: 4-19-61-12 W5M
E09625	14-Jan-10	CR	PLA	PLA 091515	TWP 061 RGE 12 W5M NE 6, SE 7, SW 8, NW 8	16-6 TO 11-8-61-12 W5M TIE IN FROM: 16-6-61-12 W5M TIE IN TO: 11-8-61-12 W5M
E09629	27-Aug-97	CR	PLA	PLA 971704	TWP 061 RGE 12 W5M E 22	PROW TIE IN FROM: 10-22-61-12 W5M TIE IN TO: 1-22-61-12 W5M PLAN NO. 002 4858
E09658	13-Dec-10	CR	PLA	PLA 101587	TWP 069 RGE 08 W5M NE 6, NW 6, SW 7	10-6 TO 4-7-69-8 W5M TIE IN FROM: 10-6-69-8 W5M TIE IN TO: 4-7-69-8 W5M
E09664	30-Nov-10	CR	PLA	PLA 101512	TWP 068 RGE 08 W5M NE 31 TWP 069 RGE 08 W5M E 06	10-31 TO 2-6 TO 7-6 TO 10-6 TIE IN FROM: 10-31-68-8 W5M TIE IN TO: 10-6-69-8 W5M
E09691	28-Feb-11	CR	PLA	PLA 110382	TWP 061 RGE 12 W5M N 18, SW 18 TWP 061 RGE 13 W5M SE 13	2-13-61-13 W5M TO 10-18-61-12 W5M PL
E09693	6-Mar-11	CR	PLA	PLA 110492	TWP 068 RGE 08 W5M N 31 TWP 068 RGE 09 W5M E 25 TWP 068 RGE 09 W5M N 24 TWP 068 RGE 09 W5M SW 31 TWP 068 RGE 09 W5M SE 36	TIE IN FROM: 11-24-68-9 W5 TIE IN TO 10-31-68-8 W5 TIE IN FROM: 11-24-68-9 W5 TIE IN TO 10-31-68-8 W5 SECOND LINE
E09772	13-Jul-11	CR	PLA	PLA 111157	TWP 069 RGE 09 W5M NW 13 TWP 069 RGE 09 W5M SW 13 TWP 069 RGE 09 W5M NW 12 TWP 069 RGE 09 W5M NE 12 TWP 069 RGE 09 W5M SE 12 TWP 069 RGE 08 W5M SW 7	12-13-69-9 W5M TO 10-12-69-9 W5M TO 4-7-69-8 W5M TIE IN FROM: 12-13-69-9 W5M TIE IN TO: 4-7-69-8 W5M
E09798	13-Jul-11	CR	PLA	PLA 111161	TWP 061 RGE 12 W5M NE 9 TWP 061 RGE 12 W5M NW 9 TWP 061 RGE 12 W5M SW 16 TWP 061 RGE 12 W5M SE 17	4-9-61-12 TO 4-16-61-12 TO 8-17-61-12 TIE IN FROM: 4-9-61-12W5 TIE IN TO: 4-16-61-12W5 TIE IN FROM: 4-16-61-12W5 TIE IN TO: 8-17-61-12W5
E09830	5-Dec-11	CR	PLA	PLA 112176	TWP 069 RGE 09 W5M NW 02, S 11, W&NE 12	12-2-69-9 TO 2-11-69-9 TO 12-12-69-9 TO 10-12-69-9W5 TIE IN FROM: 12-2-69-9W5 TIE IN TO: 2-11-69-9W5 TIE IN FROM: 2-11-69-9W5 TIE IN TO: 12-12-69-9W5 TIE IN FROM: 12-12-69-9W5 TIE IN TO: 10-12-69-9W5
E09839	18-Nov-11	CR	PLA	PLA 111993	TWP 061 RGE 12 W5M SE 28	7-28 TO 7-28 TIE IN TIE IN FROM: 7-28-61-12 W5M TIE IN TO: 7-28-61-12 W5M TIE IN
E09858	2-Dec-11	CR	PLA	PLA 112146	TWP 061 RGE 12 W5M NW 18 TWP 061 RGE 12 W5M SW 19 TWP 061 RGE 12 W5M SW 18 TWP 061 RGE 13 W5M SE 13 TWP 061 RGE 13 W5M NE 12 TWP 061 RGE 12 W5M NW 7 TWP 061 RGE 12 W5M NE 7	4-19 TO 2-13 TO 16-7 TIE IN FROM: 4-19-61-12 W5M TIE IN TO: 2-13-61-13 W5M TIE IN FROM: 2-13-61-13 W5M TIE IN TO: 16-7-61-12 W5M
E09945	8-Sep-94	CR	PLA	PLA 940961	TWP 61 RGE 11 W5M W 2 TWP 61 RGE 11 W5M SE 3	PL (100/12-2-61-11W5M02 TO CS SE 3-61-11 W5M)
E15798	22-Jan-03	CR	PLA	PLA 022605	TWP 72 RGE 14 W5M S 6	TIE-IN 6-11-72-15 W5M TIE-IN TO 9-31-71-14 W5M
E15799	22-Jan-03	CR	PLA	PLA 022605	TWP 71 RGE 14 W5M NE 31 TWP 72 RGE 15 W5M E & NW 1, S 11, SW 12	TIE-IN 6-11-72-15 W5M TIE-IN TO 9-31-71-14 W5M
E15800	13-May-99	FH	EAS	EPMS 02-01 PIPELIN	TWP 71 RGE 14 W5M S 29 (8-29 TIE-IN) TWP 71 RGE 15 W5M SE 15, NW 16, S 21, (1-15 TIE-IN - SETTLEMENT LANDS) TWP 71 RGE 15 W5M NE 17 (9-17 TIE-IN - OCCUPIED LANDS)	9-17-71-15 W5M TIE-IN TO EXISTING P/LINE AT 2-21-71-15 W5M, 1-15 TIE-IN TO EXISTING P/LINE AT 8-15-71-15 W5M, 8-29-71-14 W5M TO 1-15-17-15 W5M
E15964	5-Jul-05	FH	EAS	EPMS 05-01 PIPELIN	TWP 71 RGE 14 W5M NW 28	12-28-71-14 W5M TIE IN AT 12-28-71-14 W5M
E15992	27-Feb-06	FH	EAS	EPMS 06-02-08	TWP 71 RGE 14 W5M SW 32 TWP 71 RGE 14 W5M SW 33	R-O-W- SW 32-71-14-W5M TO SW 33-71-14-W5M
E15994	27-Feb-06	FH	EAS	EPMS 06-02-10	TWP 71 RGE 14 W5M NW 20, NE 20, SE 20	R-O-W FOR 3-20 71-14-W5M TO 16-20-71-14-W5M
E15995	18-Oct-05	FH	EAS	EPMS 05-04 PIPELIN	TWP 71 RGE 14 W5M NW 17, NE 18, SW 20 (PLAN #900121-00-02) & SE 20	02-20-71-14 W5M TO 13-17-71-14 W5M

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E15996	18-Oct-05	FH	EAS	EPMS 05-05 PIPELIN	TWP 71 RGE 14 W5M NW 18, W17, E19, S30, NW30	14-08-71-14 W5M TO 12-30-71-14 W5M
E16012	18-Oct-05	FH	EAS	EPMS 05-03 PIPELIN	TWP 71 RGE 14 W5M NW 17	11-17-71-14 W5M TO 12-17-71-14 W5M
E16178	19-Apr-07	CR	PLA	PLA 070886	TWP 72 RGE 14 W5M SE 16 TWP 72 RGE 14 W5M SW 15	PL (1-16-72-14 W5M TO 3-15-72-14 W5M)
E16179	12-Mar-07	FH	EAS	EPMS 07-03-10	TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M SW 17 TWP 71 RGE 14 W5M SE 17 TWP 71 RGE 14 W5M SW 16 TWP 71 RGE 14 W5M NW 16	12-16-71-14 W5M TO 11-17-71-14 W5M
E16180	26-Jan-07	FH	EAS	MAIN FILE	TWP 72 RGE 14 W5M S 4 TWP 72 RGE 14 W5M NE 4 TWP 72 RGE 14 W5M E 9 TWP 72 RGE 14 W5M NW 10 TWP 72 RGE 14 W5M SW 15 TWP 71 RGE 14 W5M W 33	6-33-71-14 W5M TO 3-15-72-14 W5M
E16181	24-Jan-07	CR	PLA	PLA 064950	TWP 72 RGE 14 W5M S 4 TWP 72 RGE 14 W5M NE 4 TWP 72 RGE 14 W5M E 9 TWP 72 RGE 14 W5M NW 10 TWP 72 RGE 14 W5M SW 15	6-33-71-14 TO 3-15-72-14 W5M
E16182	26-Jan-07	FH	EAS	EPMS 07-01-11	TWP 71 RGE 14 W5M W 33	6-33-71-14 TO 3-15-72-14 W5M
E16237	18-Dec-06	FH	EAS	EPMS 06-12-11	TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M SW 17 TWP 71 RGE 14 W5M SE 18	8-18-71-14 W5M TO 12-17-71-14 W5M
E16254	18-Dec-06	FH	EAS	EPMS 06-12-12	TWP 71 RGE 14 W5M NE 31 TWP 71 RGE 14 W5M NW 31 TWP 71 RGE 14 W5M SW 32	9-31-71-14 W5M TO 03-32-71-14 W5M
E16255	17-Jan-07	FH	EAS	EPMA 07-01-06	TWP 71 RGE 15 W5M SW 25 TWP 71 RGE 15 W5M NW 24 TWP 71 RGE 15 W5M SE 25 TWP 71 RGE 15 W5M NE 25 TWP 71 RGE 15 W5M NE 25 (SOUTH OF THE RIVER) TWP 71 RGE 14 W5M NW 30	12-30-71-14 W5M TO 14-24-71-15 W5M
E16262	22-Mar-07	FH	EAS	EPMS 07-03-13	TWP 71 RGE 14 W5M NE 17 TWP 71 RGE 14 W5M SE 20	16-17-71-14 W5M TO 2-20-71-14 W5M
E16264	10-Jan-07	FH	EAS	EPMS 07-01-02	TWP 71 RGE 14 W5M SE 20 TWP 71 RGE 14 W5M SW 21	3-21 TIE INTO 2-20-71-14 W5M
E16274	7-Mar-07	FH	EAS	EPMA 07-03-09	TWP 71 RGE 14 W5M SE 7 TWP 71 RGE 14 W5M NW 8 TWP 71 RGE 14 W5M SW 8	8-7-71-14 W5M TO 14-8-71-14 W5M
E16275	17-Jan-07	FH	EAS	EPMS 07-01-07	TWP 71 RGE 15 W5M SE 15 TWP 71 RGE 15 W5M SW 14 TWP 71 RGE 15 W5M NW 14 TWP 71 RGE 15 W5M NE 14 TWP 71 RGE 15 W5M SE 15 TWP 71 RGE 15 W5M SE 23 TWP 71 RGE 15 W5M NE 23 TWP 71 RGE 15 W5M NW 24 TWP 71 RGE 15 W5M SW 24	8-15 TO 14-24-71-15 W5M
E16276	11-Mar-07	CR	PLA	PLA 070348	TWP 72 RGE 14 W5M SE 9	8-9-72-14 W5M TO 5-10-72-14 W5M
E16281	28-Feb-08	FH	EAS	EPMS 08-02-16	TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M SW 20 TWP 71 RGE 14 W5M SE 20 TWP 71 RGE 14 W5M SW 21	02-21-71-14 W5M TO 3-21-71-14 W5M
E16311	28-Jan-08	FH	EAS	EPMS 08-01-15	TWP 71 RGE 14 W5M NW 17, NE 17, SW 20, SE 20	14-17-71-14 W4M TO 2-20-71-14 W5M
E16336	28-Jan-08	FH	EAS	EPMS 08-01-14	TWP 71 RGE 14 W5M S 20	3-20-71-14 W5M TO 2-20-71-14 W5M
E16344	30-Sep-08	FH	EAS	EPMS 08-09-18	TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M SW 17 TWP 71 RGE 14 W5M SE 17 TWP 71 RGE 14 W5M SW 16	06-16-71-14W5M TO 11-17-71-14W5M
E16388	15-Jul-09	FH	EAS	EPMS 09-07-20	TWP 71 RGE 14 W5M NW 17	14-17-71-14 W5M TO 11-17-71-14 W5M
E16897	30-Jan-13	CR	PLA	PLA 130132	TWP 069 RGE 09 W5M W 14	4-14 TO 12-14-69-9 W5M PL
E19967	15-Mar-17	CR	PLA	PLA 170134	TWP 69 RGE 8 W5M W 07	PIPELINE 12-7-69-8 W5 TO 4-7-69-8 W5
S00273	13-Apr-66	CR	SL	PIL 75	TWP 068 RGE 10 W5M SE 20	SWAN HILLS GAS GATHERING SEPARATOR SITE AND CONDENSATE LINE ACCESS ROAD IN SE/4 20-68-10W5M
S00282	12-Apr-66	CR	SL	PIL 52	TWP 068 RGE 10 W5M NW 29	SWAN HILLS SEPARATOR SITE NO. 11 AND CONDENSATE LINE RIGHT-OF-WAY IN N/2 29-68-10W5M
S00545	1-Feb-72	CR	PIL	PIL 209	TWP 060 RGE 12 W5M SW 3	PUMP STATION SITE AND ACCESS ROAD IN SW 3-60-12W5M
S00555	10-May-68	CR	LOC	LOC 2724	TWP 68 RGE 10 W5M NW 32 TWP 69 RGE 10 W5M SW 05	DRIP FLARE SITE NO. 26

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S01000	9-Mar-71	CR	SL	PLC 3871	TWP 061 RGE 12 W5M S 24	ACCESS ROADWAY TO CARSON LAKE WATER INLET SITE ACROSS S/2 24-61-12W5M
S01001	15-Jul-66	CR	PIL	PIL 81	TWP 064 RGE 13 W5M NE 26	SEPARATOR SITE IN NE/4 26-64-13W5M
S01002	15-Jul-66	CR	PIL	PIL 82	TWP 064 RGE 13 W5M NE 34	SEPARATOR SITE AND ACCESS ROADWAY IN NE/4 34-64-13W5M
S01005	15-Jul-66	CR	SL	PIL 92	TWP 064 RGE 13 W5M NE 34	BLOW DOWN SITE IN THE NE/4 34-64-13W5M
S01006	19-Mar-63	CR	MSL	MSL 1419	TWP 061 RGE 12 W5M SE 36	ACCESS ROAD TO PLANTSITE IN SE/4 36-61-12W5M
S01010	8-Oct-82	CR	SL	PMS 820103	TWP 061 RGE 12 W5M NE 25	CARSON LAKE WATER PLANT IN NE/4 25-61-12W5M PLANT SITE ONLY
S01010-01	8-Oct-82	CR	SL	PLC 130014	TWP 061 RGE 12 W5M NE 25	ACCESS ROAD TO CARSON LAKE WATER PLANT IN NE/4 25-61-12W5M
S01016	7-Nov-68	CR	SL	PLC 3102	TWP 061 RGE 12 W5M N 23, NW 24	CARSON CREEK DAM SITE AND ACCESS ROAD
S01033	7-Nov-68	CR	LOC	LOC 3102	TWP 061 RGE 12 W5M N 23, NW 24	N 23 & NW 24-61-12 W5M DAM SITE/AR
S04812	16-Jun-67	CR	LOC	LOC 2420	TWP 061 RGE 12 W5M NW 36	DRAINAGE DITCH
S04813	30-Dec-64	FEE	ST	PENGROWTH CORP.	TWP 061 RGE 12 W5M NW 14, SW 23	PLAN 5767 M.C., PLANT SITE
S04814	12-Jul-07	CR	MSL	MSL 071430	TWP 061 RGE 11 W5M NW 32 TWP 062 RGE 11 W5M SW 02	5-32-61-11 W5M (BH) DD FROM SURF 11-32-61-11 W5M 2-5-62-11 W5M (BH) DD FROM SURF 11-32-61-11 W5M
S07182	12-Sep-08	CR	MSL	MSL 081281	TWP 069 RGE 08 W5M NE 7	9-7-69-8 W5M WS/AR
S07183	7-Aug-08	CR	MSL	MSL 081282	TWP 068 RGE 08 W5M SW 32	3-32-68-8 W5M (BH - CANCELLED) PADSITE/AR 9-31-68-8 W5M (BH) DD FROM SURF 3-32-68-8 W5M 14-32-68-8 W5M (BH) DD FROM SURF 3-32-68-8 W5M
S07185	6-Oct-08	CR	PIL	PIL 080486	TWP 061 RGE 12 W5M NE 18	10-18-61-12 W5M RISER SITE
S07356	19-Nov-07	CR	MSL	MSL 072467	TWP 067 RGE 18 W5M SW 20	5-20-67-18 W5M WS
S07400	10-Dec-68	CR	MSL	MSL 5730	TWP 062 RGE 12 W5M NE 16	16-16-62-12 W5M WS
S07401	9-Dec-82	CR	MSL	MSL 821298	TWP 062 RGE 12 W5M NW 15	WELLSITE & ACCESS TO 14-15-062-12 W5M
S07402	2-May-58	CR	MSL	ROE 3976	TWP 061 RGE 12 W5M LSD 13 SEC 12 TWP 061 RGE 12 W5M NW 12, SW 13 TWP 061 RGE 12 W5M NW 12, SW 13	WELLSITE (3.67 ACRES) ACCESS TO WELLSITE 13-12-061-12 W5M (1.79 ACRES & ROAD ALLOWANCE 1.78 ACRES) FLARE PIT (19.49 ACRES)
S07403	1-Dec-88	CR	MSL	MSL 881969	TWP 061 RGE 12 W5M LSD 16 SEC 16	WELLACC
S07404	19-Dec-91	CR	MSL	MSL 911056	TWP 062 RGE 13 W5M SE 12 (BH) TWP 062 RGE 13 W5M NE 12	DIRECTIONAL DRILL FROM 08-12-062-13 W5M TO DOWNHOLD 100/10-12-062-13 W5M/03 100/10-12-062-13 W5M/03
S07405	19-Dec-91	CR	LOC	LOC 910909	TWP 062 RGE 13 W5M SE 12 TWP 062 RGE 12 W5M SW 7	ACCESS RD TO 08-12-062-13 W5M ACCESS RD TO 08-12-062-13 W5M
S07406	23-Dec-92	CR	MSL	MSL 921101	TWP 062 RGE 13 W5M NE 12 TWP 062 RGE 12 W5M NW 7	WELLSITE AT 16-12-062-13 W5M (3.49 ACRES) WELLSITE AT 16-12-062-13 W5M (0.19 ACRES)
S07407	23-Dec-92	CR	LOC	LOC 920901	TWP 062 RGE 13 W5M NE 12 TWP 062 RGE 12 W5M NW 7	ACCESS TO 16-12-062-13 W5M (0.49 ACRES) ACCESS TO 16-12-062-13 W5M (2.58 ACRES)
S07408	9-Dec-74	CR	MSL	MSL 10293	TWP 062 RGE 13 W5M SW 11	WELLSITE AT 06-11-062-13 W5M
S07409	27-Jan-75	CR	LOC	LOC 5280	TWP 062 RGE 13 W5M NW 01, N 02, S 11, SW 12	6-11-062-13 W5M AR
S07410	21-Dec-01	CR	MSL	MSL 014907	TWP 062 RGE 12 W5M NE 11	WELLSITE AT 09-11-062-12 W5M
S07411	20-Dec-01	CR	MSL	MSL 014908	TWP 062 RGE 12 W5M S 01	3-1-062-12 W5M WS
S07412	20-Dec-01	CR	LOC	LOC 013455	TWP 062 RGE 12 W5M SW 01	3-1-062-12 W5M AR
S07413	19-Dec-01	CR	MSL	MSL 014932	TWP 062 RGE 12 W5M SE 10	1-10-62-12 W5M WS
S07414	19-Dec-01	CR	LOC	LOC 013467	TWP 062 RGE 12 W5M SE 10, SW 11	1-10-62-12 W5M AR
S07415	27-Jan-61	CR	MSL	MSL 723	TWP 061 RGE 12 W5M SE 36	6-31-61-11 W5M AR
S07416	27-Jan-61	CR	MSL	PMS 723	TWP 061 RGE 11 W5M SW 31, NW 30	14-30-61-11 W5M (BH) DD FROM SURF 6-31-61-11 W5M WS RE-ENTRY ACQUIRED MAR-2010
S07416-01	27-Jan-61	CR	MSL	PLC 130012	TWP 61 RGE 11 W5M SW 31, NW 30	14-30-61-11 W5M (BH) DD FROM SURF 6-31-61-11 W5M AR RE-ENTRY ACQUIRED MAR-2010
S07416-02	27-Jan-61	CR	MSL	PMS 723 - SPLIT 1	TWP 061 RGE 11 W5M SW 31, NW 30	14-30-61-11 W5M (BH) DD FROM SURF 6-30-61-11 W5M WS/AR RE-ENTRY ACQUIRED MAR-2010
S07416-03	27-Jan-61	CR	MSL	PMS 723 - SPLIT	TWP 061 RGE 11 W5M SW 31, NW 30	14-30-61-11 W5M (BH) DD FROM SURF 6-31-61-11 W5M RE-ENTRY ACQUIRED MAR-2010
S07417	28-Apr-63	CR	MSL	MSL 1195	TWP 061 RGE 11 W5M NE 31, NW 32 TWP 062 RGE 11 W5M N&SW 05, N 06, S 06	6-32-61-11 W5M AR
S07418	28-Apr-63	CR	MSL	PMS 1195	TWP 061 RGE 11 W5M SW 32	6-32-61-11 W5M WS/AR
S07419	4-Nov-63	CR	MSL	MSL 2243	TWP 061 RGE 12 W5M S 34, S 35, S 36	INJECTION STATION AT 07-34-061-12 W5M (0.13 ACRES) AND PIPELINE FROM PARK BOUNDARY OF SW 31-61-11 W5 TO 06-34-061-12 W5M (19.07 ACRES)
S07420	4-Nov-63	CR	MSL	PMS 820097	TWP 061 RGE 11 W5M SW 31	PLANT SITE & ACCESS TO 03-31-061-11 W5M
S07421	7-Mar-61	CR	BO	PRE 7808	TWP 061 RGE 11 W5M S 31	ACCESS ROAD TO 16-31-061-11 W5M
S07422	7-Mar-61	CR	PRE	PRE 7808	TWP 061 RGE 11 W5M SE 31, SW 31	ACCESS TO 16-31-061-11 W5M
S07423	7-Mar-61	CR	BO	ROE 7834	TWP 061 RGE 12 W5M SE 13	7-24-61-12 W5M AR

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File #	Lease Date	CR / FH	Lease Type	Lessor details	Legal Desc	Land Use
S07425	18-Jan-71	CR	LOC	LOC 4200	TWP 062 RGE 12 W5M NW 15, NE 16	ACCESS ROAD IN NW 15 AND NE 16 TO 16-16-062-12 W5M WELLSITE
S07426	5-Jan-72	CR	MSL	MSL 7739	TWP 062 RGE 12 W5M NW 18	WELLSITE & ACCESS TO 11-18-062-12 W5M
S07427	26-Jan-70	CR	MSL	MSL 6397	TWP 061 RGE 12 W5M SE 34, SW 34, NW 34, NE 33	16-33-61-12 W5M PUMP SIITE/AR
S07428	25-Jan-74	CR	MSL	MSL 9518	TWP 062 RGE 13 W5M SE 14	WELLSITE AT 01-14-062-13 W5M
S07429	25-Jan-74	CR	LOC	LOC 4876	TWP 062 RGE 13 W5M SW 13, SE 14	1-14-62-13 W5M AR
S07430	26-Jan-94	CR	MSL	MSL 940102	TWP 062 RGE 12 W5M NW 17	WELLSITE & ACCESS TO 14-17-062-12 W5M
S07431	19-Dec-84	CR	MLL	MLL 3064	TWP 061 RGE 12 W5M SW 23	PIPE STORAGE YARD & ACCESS IN SW 23-061-12 W5M
S07432	31-Jan-94	CR	MSL	MSL 940192	TWP 062 RGE 12 W5M SE 4	WELLSITE AT 08-04-062-12 W5M
S07433	31-Jan-94	CR	LOC	LOC 940134	TWP 062 RGE 12 W5M SE 4	ACCESS TO WELL 8-4-62-12 W5M
S07434	19-Jan-70	CR	MSL	MSL 6253	TWP 062 RGE 12 W5M SW 17	WELLSITE & ACCESS TO 06-17-062-12 W5M
S07435	8-Jan-63	CR	MSL	MSL 1866	TWP 062 RGE 12 W5M SW 15	WELLSITE & ACCESS TO 06-15-062-12 W5M
S07436	5-Feb-69	CR	LOC	LOC 3254	TWP 062 RGE 12 W5M W 8, N 17, NE 18	16-17-62-12 W5M WS/AR
S07437	12-Feb-60	CR	BO	ROE 7092	TWP 062 RGE 12 W5M NE 11	16-11-62-12 W5M WS/AR
S07438	13-Feb-80	CR	MSL	MSL 800088	TWP 062 RGE 12 W5M NW 03, SW 10	NW 3 & SW 10-62-12 W5M SATELLITE EXTENSION
S07439	8-Feb-62	CR	MSL	MSL 1121	TWP 062 RGE 12 W5M NE 12, SE 13	WELLSITE & ACCESS TO 16-12-062-12 W5M
S07440	10-Feb-60	CR	MSL	MSL 485	TWP 061 RGE 12 W5M LSD 10 SEC 2	WELLSITE AT 10-02-061-12 W5M
S07441	2-Feb-61	CR	BO	ROE 7770	TWP 062 RGE 12 W5M SW 4	WELLSITE & ACCESS TO 06-04-062-12 W5M
S07442	6-Feb-61	CR	MSL	MSL 724	TWP 061 RGE 12 W5M SW 36, NE 36	TWO WELLSITES & ACCESS TO 06-36-061-12 W5M AND 16-36-061-12 W5M
S07443	8-Feb-65	CR	MSL	MSL 2743	TWP 062 RGE 12 W5M SW 13	4-13-62-12 W5M WS/AR
S07444	12-Feb-60	CR	MSL	ROE 7090	TWP 062 RGE 12 W5M NE 03	16-3-62-12 W5M WS/AR
S07445	2-Feb-94	CR	MSL	MSL 940101	TWP 062 RGE 12 W5M SE 01	8-1-62-12 W5M WS
S07446	2-Feb-94	CR	LOC	LOC 940070	TWP 062 RGE 12 W5M E 01	8-1-62-12 W5M AR
S07447	28-Feb-95	CR	MSL	MSL 950755	TWP 061 RGE 12 W5M SE 35 (BH) TWP 061 RGE 12 W5M SW 35	WELLSITE TO 08-35-061-12 W5M ABANDONED HORIZONTAL 102/06-35-061-12 W5/02
S07448	9-Feb-00	CR	MSL	MSL 000519	TWP 062 RGE 12 W5M W 12, E 11	12-12-62-12 W5M WS
S07449	9-Feb-00	CR	LOC	LOC 000393	TWP 062 RGE 12 W5M E 11	12-12-62-12 W5M AR
S07450	11-Feb-00	CR	MSL	MSL 000518	TWP 061 RGE 12 W5M SW 13	5-13-61-12 W5M WS/AR
S07451	23-Feb-01	CR	MSL	MSL 011132	TWP 061 RGE 12 W5M NW 28	WELLSITE & ACCESS TO 12-28-061-12 W5M
S07452	9-Feb-76	CR	MSL	MSL 11964	TWP 062 RGE 13 W5M NW 11	14-11-62-13 W5M WS/AR
S07453	15-Feb-02	CR	MSL	MSL 020523	TWP 062 RGE 12 W5M SW 11	WELLSITE & ACCESS TO 05-11-062-12 W5M
S07454	14-Mar-61	CR	MSL	ROE 7855	TWP 061 RGE 12 W5M NE 33	16-33-61-12 W5M WS/AR
S07455	29-Mar-85	CR	MLL	PIL 850029	TWP 062 RGE 13 W5M SE 13	SATELLITE SITE
S07456	2-Mar-78	CR	LOC	LOC 771158	TWP 062 RGE 12 W5M NE 18, SE 19, SW 20	ACCESS ROAD TO 6-20-62-12 W5
S07457	24-Mar-66	CR	MSL	MSL 3504	TWP 061 RGE 12 W5M W 28, NE 29, N 31, SE 31, S 32 TWP 061 RGE 13 W5M NE 36	10-36-61-13 W5M AR
S07457-02	24-Mar-66	CR	MSL	MSL 3504 - SPLIT	TWP 061 RGE 12 W5M W 28, NE 29, N 31, SE 31, S 32 TWP 061 RGE 13 W5M NE 36	10-36-61-13 W5M AR
S07458	7-Mar-61	CR	MSL	ROE 7833	TWP 061 RGE 12 W5M N 10	WELL AT 11-10 & ACCESS ROAD
S07458-02	7-Mar-61	CR	MSL	ROE 7833 - SPLIT	TWP 061 RGE 12 W5M N 10	WELL AT 11-10 & ACCESS ROAD
S07459	24-Mar-61	CR	BO	ROE 7871	TWP 062 RGE 12 W5M N 11	ACCESS ROAD TO 6-11-62-12 W5
S07460	29-Mar-61	CR	MSL	ROE 7857	TWP 062 RGE 12 W5M S 05	6-5-62-12 W5M WS/AR
S07461	28-Mar-61	CR	BO	ROE 7859	TWP 062 RGE 12 W5M NW 05, NE 06	16-6-62-12 W5M WS/AR
S07462	5-Mar-69	CR	MSL	MSL 6110	TWP 062 RGE 12 W5M NE 17	16-17-62-12 W5M WS
S07463	2-Mar-61	CR	MSL	MSL 631	TWP 060 RGE 12 W5M NE 35	10-35-60-12 W5M WS/AR
S07464	19-Mar-63	CR	MLL	MSL 1616	TWP 062 RGE 12 W5M SW 11	VALVE SITE
S07465	7-Mar-61	CR	MSL	ROE 7832	TWP 062 RGE 11 W5M N 6	WELL: 16-6-62-11W5M & ACCESS ROAD
S07466	2-Mar-61	CR	MSL	MSL 632	TWP 062 RGE 12 W5M N 05, SW 08	6-8-62-12 W5M WS/AR
S07468	11-Mar-91	CR	MSL	MSL 910361	TWP 062 RGE 12 W5M W 7	SATELLITE IN 5-7-62-12 W5M
S07469	4-Mar-98	CR	MSL	MSL 981093	TWP 061 RGE 12 W5M NW 13	11-13-61-12 W5M WS
S07470	4-Mar-98	CR	LOC	LOC 980800	TWP 061 RGE 12 W5M W 13	11-13-61-12 W5M AR
S07471	4-Mar-98	CR	MSL	MSL 981092	TWP 062 RGE 12 W5M W 11	12-11-62-12 W5M WS
S07472	4-Mar-98	CR	LOC	LOC 980799	TWP 062 RGE 12 W5M W 11	12-11-62-12 W5M AR
S07473	9-Mar-01	CR	MSL	MSL 011165	TWP 062 RGE 12 W5M SE 10	7-10-62-12 W5M WS
S07474	9-Mar-01	CR	LOC	LOC 010860	TWP 062 RGE 12 W5M S 10	7-10-62-12 W5M AR
S07475	14-Mar-01	CR	MSL	MSL 011374	TWP 062 RGE 12 W5M S 09	6-9-62-12 W5M WS
S07476	2-Mar-01	CR	MSL	MSL 011225	TWP 061 RGE 12 W5M SE 23	WELL @ 7-23 & ACCESS ROAD
S07477	9-Mar-01	CR	MSL	MSL 011338	TWP 061 RGE 12 W5M NE 11	9-11-61-12 W5M WS/AR
S07478	2-Mar-01	CR	MSL	MSL 011282	TWP 061 RGE 12 W5M NE 22	16-22-61-12 W5M WS/AR
S07479	19-Mar-01	CR	MSL	MSL 011368	TWP 062 RGE 12 W5M NE 01	10-1-62-12 W5M WS/AR
S07480	1-Mar-01	CR	MSL	MSL 011284	TWP 062 RGE 12 W5M NE 11, NW 12	12-12-62-12 W5M WS
S07481	12-Mar-02	CR	MSL	MSL 020736	TWP 061 RGE 12 W5M S 13	2-13-61-12 W5M WS/AR
S07482	21-Mar-02	CR	MSL	MSL 020789	TWP 061 RGE 12 W5M SE 14	8-14-61-12 W5M WS
S07483	21-Mar-02	CR	LOC	LOC 020541	TWP 061 RGE 12 W5M E 14	8-14-61-12 W5M AR
S07484	12-Apr-61	CR	BO	ROE 7880	TWP 062 RGE 11 W5M SW 7, NW 6 TWP 062 RGE 12 W5M NE 1	WELLSITE @ 6-7-62-11 W5 & ACCESS ROAD

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<u>File #</u>	<u>Lease Date</u>	<u>CR / FH</u>	<u>Lease Type</u>	<u>Lessor details</u>	<u>Legal Desc</u>	<u>Land Use</u>
S07485	10-Apr-69	CR	MSL	MSL 5899	TWP 062 RGE 12 W5M SW 22	6-22-62-12 W5M (BH) DD FROM SURF 6-22-62-12 W5M WS/AR
S07485-02	10-Apr-69	CR	MSL	MSL 5899 - SPLIT	TWP 062 RGE 12 W5M NW 15, SW 22 (BH) TWP 062 RGE 12 W5M LSD 6 SEC 22	WELLSITE & ACCESS TO 4--22-062-12 W5 & DIRECTIONAL DRILL TO 6-22-62-12 W5M 6-22 DRILLED FROM SURFACE @ 4-22
S07486	25-Apr-84	CR	MSL	MSL 840628	TWP 062 RGE 12 W5M NW 16, NE 17	14-16-62-12 W5M AR
S07487	19-Apr-94	CR	MSL	MSL 940905	TWP 062 RGE 12 W5M SE 18	7-18-62-12 W5M WS/AR
S07488	8-Apr-99	CR	LOC	LOC 990472	TWP 061 RGE 12 W5M SE 23	ACCESS ROAD TO WELL 08-23-061-12 W5M
S07489	7-Apr-00	CR	MSL	MSL 001064	TWP 061 RGE 12 W5M NW 13	13-13-61-12 W5M WS
S07490	7-Apr-00	CR	LOC	LOC 000836	TWP 061 RGE 12 W5M W 13	13-13-61-12 W5M AR
S07491	22-Apr-02	CR	MSL	MSL 020907	TWP 062 RGE 12 W5M N 03	15-3-62-12 W5M WS/AR
S07492	19-Apr-02	CR	MLL	DML 020016	TWP 061 RGE 12 W5M SE 32	TOWER SITE WITHIN 3-32-61-12 W5 WELLSITE
S07493	18-Apr-02	CR	MSL	MSL 020924	TWP 061 RGE 12 W5M NE 14, SE 23	16-14-61-12 W5M WS/AR
S07494	24-May-62	CR	LOC	LOC 1360	TWP 061 RGE 12 W5M NE 21, N&SE 22, SE 28	7-28-61-12 W5M AR
S07495	2-May-69	CR	MSL	MSL 5983	TWP 062 RGE 12 W5M LSD 6 SEC 20	WELLSITE
S07496	23-May-61	CR	BO	ROE 7902	TWP 062 RGE 12 W5M NW 1, NE 2, SW 12	WELLSITE & ACCESS TO 06-12-062-12 W5M
S07497	9-May-61	CR	BO	ROE 7894	TWP 061 RGE 12 W5M E 22	WELLSITE & ACCESS TO 07-22-061-12 W5M
S07498	30-May-65	CR	MSL	MSL 799	TWP 062 RGE 12 W5M SW 14	6-14-62-12 W5M WS/AR
S07499	2-May-69	CR	MSL	MSL 5984	TWP 062 RGE 12 W5M S 21, SW 22	WELLSITE & ACCESS TO 06-21-062-12 W5M
S07500	26-May-72	CR	LOC	LOC 4141	TWP 062 RGE 12 W5M NE 06, S&NW 07, W 18	6-7 TO 11-7 TO 11-18-62-12 W5M AR
S07501	1-May-61	CR	BO	ROE 7854	TWP 061 RGE 12 W5M E 2, E 11, SE 14	ACCESS TO 10-35-060-12 W5M
S07502	25-May-79	CR	LOC	LOC 790625	TWP 062 RGE 12 W5M SW 15, S 16 (BH) TWP 062 RGE 12 W5M NW 16	ACCESS ROAD TO VERTICAL 06-16-062-12 W5M & DIRECTIONAL WELL BOTTOM HOLE: 12-16-62-12 W5M DIRECTIONALLY DRILLED WELL @ 12-16-62-12 W5M DRILLED FROM SURFACE 6-16-62-12 W5M
S07503	22-May-58	CR	MSL	MSL 76	TWP 061 RGE 12 W5M S 35, N 35, NW 36 TWP 062 RGE 12 W5M S 1, N 1, S 2, NW 2, SW 11	WELLSITES (6), BATTERY @ NW 36; ACCESS ROADS & FLOWLINES
S07503-02	22-May-58	CR	MSL	MSL 76-SPLIT	TWP 061 RGE 12 W5M S 35, N 35, NW 36 TWP 062 RGE 12 W5M S 1, N 1, S 2, NW 2, SW 11	WELLSITES (6), BATTERY @ NW 36; ACCESS ROADS & FLOWLINES
S07504	2-May-86	CR	MSL	MSL 885	TWP 062 RGE 12 W5M N 2	WELLSITE & ACCESS TO 16-02-062-12 W5M
S07505	12-May-75	CR	MSL	MSL 11097	TWP 062 RGE 13 W5M S 11, W 12, SW 13	ACCESS ROAD FROM 6-11-62-13 W5M TO 8-11-62-13 W5M TO EXISTING ROAD IN SW 13-62-13 W5M
S07506	25-May-62	CR	BO	ROE 8156	TWP 061 RGE 13 W5M NE 36	10-36-61-13 W5M WS
S07506-02	25-May-62	CR	BO	ROE 8156-SPLIT	TWP 061 RGE 13 W5M NE 36	10-36-61-13 W5M WS
S07507	18-May-73	CR	LOC	LOC 4485	TWP 062 RGE 12 W5M SW 18 TWP 062 RGE 13 W5M SE 13	ACCESS ROAD TO WELLSITE 01-13-062-13 W5M ACCESS ROAD TO WELLSITE 01-13-062-13 W5M
S07508	18-May-73	CR	MSL	MSL 9528	TWP 062 RGE 13 W5M SE 13	WELLSITE & FLARE PIT TO 01-13-062-13 W5M
S07509	25-May-79	CR	MSL	MSL 790911	TWP 062 RGE 12 W5M W 16	6-16-62-12 W5M WS
S07510	30-May-90	CR	MSL	MSL 900638	TWP 062 RGE 12 W5M NW 07	11-7-62-12 W5M WS
S07511	20-May-60	CR	BO	ROE 7283	TWP 062 RGE 12 W5M SW 03	6-3-62-12 W5M WS
S07512	25-May-60	CR	BO	ROE 7288	TWP 062 RGE 12 W5M SW 10	6-10-62-12 W5M WS/AR
S07513	21-May-96	CR	MSL	MSL 961046	TWP 062 RGE 12 W5M LSD 4 SEC 11 (BH) TWP 062 RGE 12 W5M LSD 15 SEC 2	WELLSITE AT 04-11-062-12 W5M SECOND BH (15-2)
S07514	21-May-96	CR	LOC	LOC 960834	TWP 062 RGE 12 W5M NW 2, NE 3, SW 11	ACCESS ROAD TO 04-11-062-12 W5M WELLSITE
S07515	3-May-96	CR	MSL	MSL 961032	TWP 062 RGE 12 W5M SW 10	4-10-62-12 W5M WS/AR
S07516	8-May-00	CR	MSL	MSL 000520	TWP 062 RGE 12 W5M SE 11	WELLSITE & ACCESS TO 07-11-062-12 W5M
S07517	13-Jun-73	CR	LOC	LOC 4585	TWP 062 RGE 12 W5M NE 11, NW 12, SW 13	16-11-62-12 W5M AR
S07518	26-Jun-80	CR	MSL	MSL 801167	TWP 062 RGE 12 W5M NW 11	14-11-62-12 W5M WS/AR
S07519	26-Jun-74	CR	LOC	LOC 5107	TWP 062 RGE 13 W5M W 12, SW 13	ACCESS ROAD TO 06-12-062-13 W5M
S07520	15-Jun-65	CR	MSL	MSL 3166	TWP 062 RGE 11 W5M W 07	12-7-62-11 W5M WS/AR
S07521	26-Jun-74	CR	MSL	MSL 9663	TWP 062 RGE 13 W5M SW 12	WELLSITE @ 06-12-062-13 W5M
S07522	10-Jun-91	CR	MSL	MSL 910604	TWP 062 RGE 12 W5M NE 09, NW 10	9-9-62-12 W5M WS
S07523	26-Jun-01	CR	MSL	MSL 012348	TWP 061 RGE 11 W5M NE 31	WELLSITE & ACCESS TO 16-31-061-11 W5M
S07523-02	26-Jun-01	CR	MSL	MSL 012348-SPLIT	TWP 061 RGE 11 W5M NE 31	WELLSITE & ACCESS TO 16-31-061-11 W5M
S07524	3-Jul-80	CR	MSL	MSL 801166	TWP 062 RGE 12 W5M E 11	WELLSITE & ACCESS TO 08-11-062-12 W5M
S07525	9-Jul-84	CR	MSL	MSL 279	TWP 061 RGE 12 W5M NE 34 TWP 062 RGE 12 W5M S&NW 03, NE 4, NE 5, SE 8, S 9, SW 10	16-34-61-12 W5M WS/AR 16-4-62-12 W5M WS/AR 16-5-62-12 W5M WS/AR 6-9-62-12 W5M WS/AR NE 5-62-12 W5M BATTERY
S07526	27-Jul-04	CR	PIL	PIL 040323	TWP 062 RGE 12 W5M SE 3	VALVE SITE & ACCESS
S07527	16-Aug-79	CR	MSL	MSL 791246	TWP 062 RGE 12 W5M W 01	14-1-62-12 W5M WS/AR
S07528	13-Aug-69	CR	MSL	MSL 6234	TWP 062 RGE 12 W5M NW 15	BATTERY SITE @ 13-15-62-12 W5M
S07530	23-Aug-72	CR	MSL	MSL 9573	TWP 062 RGE 12 W5M S 11	SATELLITE @ 6-11-62-12 W5M

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S07531	10-Aug-84	CR	MSL	MSL 300	TWP 061 RGE 12 W5M NE 14	10-14-61-12 W5M WS
S07532	1-Aug-86	CR	MSL	MSL 927	TWP 061 RGE 12 W5M SE 28	7-28-61-12 W5M WS
S07533	25-Aug-81	CR	MLL	MLL 810077	TWP 061 RGE 12 W5M NW 14	PLANT SITE EXTENSION
S07534	16-Aug-79	CR	MSL	MSL 791245	TWP 062 RGE 12 W5M SE 09	8-9-62-12 W5M WS/AR
S07535	6-Aug-70	CR	MSL	MSL 6900	TWP 062 RGE 12 W5M W 14, NE 15	9-15-62-12 W5M WS/AR
S07536	23-Aug-72	CR	MSL	MSL 10420	TWP 062 RGE 11 W5M NE 6	SATELLITE
S07537	27-Aug-79	CR	MSL	MSL 791308	TWP 062 RGE 12 W5M NW 03	14-3-62-12 W5M WS/AR
S07538	11-Mar-76	CR	MLL	PIL 314	TWP 061 RGE 12 W5M SE 36	METER STATION
S07539	21-Aug-86	CR	MSL	MSL 860941	TWP 062 RGE 12 W5M E 17	8-17-62-12 W5M WS/AR
S07540	20-Aug-86	CR	MSL	MSL 860938	TWP 062 RGE 12 W5M E 2	WELLSITE & ACCESS TO 08-02-062-12 W5M
S07541	18-Aug-86	CR	MSL	MSL 860942	TWP 062 RGE 12 W5M NE 2	WELLSITE @ 16-02-062-12 W5M
S07542	21-Aug-86	CR	MSL	MSL 860940	TWP 062 RGE 12 W5M S 18	1-18-62-12 W5M WS/AR
S07543	22-Aug-86	CR	MSL	MSL 860939	TWP 062 RGE 12 W5M SE 03	8-3-62-12 W5M WS/AR
S07544	13-Aug-86	CR	LOC	LOC 860744	TWP 061 RGE 12 W5M SW 23	ACCESS ROAD BETWEEN PLANT SITE AND ABOVE GROUND PIPING SITE IN SW 23 .
S07545	25-Aug-88	CR	MLL	DML 880099	TWP 061 RGE 12 W5M SW 35	SW 35-61-12 W5M FIRE TRAINING SITE/PARKING AREA/AR
S07546	4-Aug-92	CR	MSL	MSL 920537	TWP 062 RGE 12 W5M SW 18	3-18-62-12 W5M WS/AR
S07547	17-Aug-92	CR	MSL	MSL 920580	TWP 062 RGE 11 W5M LSD 14 SEC 5	WELLSITE
S07548	17-Aug-92	CR	LOC	LOC 920484	TWP 062 RGE 11 W5M N 5	ACCESS TO 14-05-062-11 W5M
S07549	23-Aug-00	CR	MLL	PIL 000177	TWP 061 RGE 12 W5M SW 23	GAS INLET HEADER
S07550	30-Sep-70	CR	MSL	MSL 6679	TWP 062 RGE 12 W5M NE 18	16-18-62-12 W5M WS
S07551	24-Sep-73	CR	LOC	LOC 4713	TWP 062 RGE 13 W5M NW 12, S 13	ACCESS ROAD TO 14-12-62-13 W5M
S07552	29-Sep-85	CR	MSL	MSL 658	TWP 062 RGE 11 W5M SW 6 TWP 061 RGE 12 W5M NE 36 TWP 062 RGE 12 W5M SE 01	WELLSITE & ACCESS TO 06-06-062-11 W5M
S07553	23-Sep-81	CR	MLL	DML 810096	TWP 062 RGE 12 W5M SW 2	RADIO TOWER SITE
S07554	30-Sep-70	CR	LOC	LOC 3462	TWP 062 RGE 12 W5M NW 17, NE 18	16-18-62-12 W5M AR
S07555	11-Sep-59	CR	LOC	LOC 938	TWP 061 RGE 12 W5M N 14	10-14-61-12 W5M AR
S07556	21-Sep-86	CR	MSL	MSL 917	TWP 062 RGE 12 W5M NE 10, NW 11	16-10-62-12 W5M WS/AR/BATTERY/PL
S07557	14-Sep-74	CR	MSL	MSL 8894	TWP 062 RGE 13 W5M NW 12	WELLSITE @ 14-12-062-13 W5M
S07558	13-Sep-01	CR	MSL	MSL 012904	TWP 062 RGE 12 W5M SW 10	5-10-62-12 W5M WS/AR
S07559	11-Sep-01	CR	MSL	MSL 012947	TWP 062 RGE 11 W5M SW 6 TWP 061 RGE 11 W5M NW 31	WELLSITE & ACCESS TO 03-06-062-11 W5M
S07560	11-Sep-01	CR	MSL	MSL 012946	TWP 062 RGE 11 W5M SW 6	WELLSITE & ACCESS TO 05-06-062-11 W5M
S07561	21-Oct-80	CR	MSL	MSL 801709	TWP 062 RGE 12 W5M E 10	9-10-62-12 W5M WS/AR
S07562	22-Oct-65	CR	MSL	MSL 3347	TWP 061 RGE 12 W5M S 28	7-28-61-12 W5M AR
S07563	27-Oct-60	CR	LOC	LOC 1077	TWP 061 RGE 12 W5M E 2	10-2-61-12 W5M AR
S07564	14-Oct-81	CR	LOC	LOC 810875	TWP 061 RGE 12 W5M NW 26, S 35	ACCESS ROAD
S07565	20-Oct-82	CR	MSL	MSL 820977	TWP 062 RGE 12 W5M NW 16	14-16-62-12 W5M WS
S07566	25-Oct-73	CR	MSL	MSL 9177	TWP 062 RGE 13 W5M S 13	WELLSITE & ACCESS TO 03-13-062-13 W5M
S07567	20-Oct-82	CR	LOC	LOC 820658	TWP 062 RGE 12 W5M N 16	14-16-62-12 W5M AR
S07569	11-Oct-88	CR	LOC	LOC 881149	TWP 061 RGE 12 W5M NE 33 TWP 062 RGE 12 W5M SE 4	ACCESS ROAD FROM EXISTING ROAD IN SE 4 TO THE BANK OF CARSON CREEK. SEE FILE S07454
S07570	13-Oct-93	CR	MSL	MSL 931529	TWP 062 RGE 12 W5M N 03	10-3-62-12 W5M WS/AR
S07571	3-Oct-74	CR	MSL	MSL 10535	TWP 062 RGE 13 W5M SE 11	WELLSITE AT 08-11-062-13 W5
S07572	7-Oct-94	CR	MSL	MSL 942157	TWP 062 RGE 12 W5M SE 11	WELLSITE & ACCESS TO 02-11-062-12 W5M
S07573	13-Oct-95	CR	MSL	MSL 951758	TWP 062 RGE 12 W5M SE 09	2-9-62-12 W5M WS/AR
S07574	2-Oct-95	CR	MSL	MSL 951768	TWP 062 RGE 12 W5M SW 12	WELLSITE AT 04-12-062-12 W5M
S07575	2-Oct-95	CR	MSL	MSL 951766	TWP 062 RGE 11 W5M NW 6	WELLSITE AT 12-06-062-11 W5M
S07576	2-Oct-95	CR	LOC	LOC 951342	TWP 062 RGE 11 W5M NW 6	ACCESS ROAD TO 12-06-062-11 W5M
S07577	22-Oct-97	CR	MSL	MSL 973149	TWP 062 RGE 12 W5M S 12	WELLSITE AT 02-12-062-12 W5M
S07578	22-Oct-97	CR	LOC	LOC 972122	TWP 062 RGE 12 W5M N 1, SE 12	ACCESS ROAD TO 2-12-62-12 W5M
S07579	22-Oct-97	CR	MSL	MSL 973148	TWP 062 RGE 12 W5M NE 08	9-8-62-12 W5M WS
S07580	22-Oct-97	CR	LOC	LOC 972121	TWP 062 RGE 12 W5M E 08	9-8-62-12 W5M AR
S07582	8-Nov-82	CR	MSL	MSL 821156	TWP 062 RGE 12 W5M NW 2	WELLSITE AT 14-02-062-12 W5M
S07583	14-Nov-74	CR	MSL	MSL 10612	TWP 061 RGE 12 W5M S 35, SW 36	ACCESS ROAD BETWEEN 6-35-61-12 W5M & 6-36-61-12 W5M.
S07584	9-Nov-61	CR	MSL	MSL 1051	TWP 061 RGE 12 W5M S 34	6-34-61-12 W5M WS/AR
S07585	16-Nov-86	CR	MSL	MSL 1036	TWP 061 RGE 12 W5M NE 31	WELLSITE & ACCESS TO 10-31-061-12 W5M
S07586	4-Nov-94	CR	MSL	MSL 942293	TWP 062 RGE 12 W5M SE 10	2-10-62-12 W5M WS
S07587	4-Nov-94	CR	LOC	LOC 941573	TWP 062 RGE 12 W5M N 03, SE 10	2-10-62-12 W5M AR
S07588	20-Nov-97	CR	MSL	MSL 973155	TWP 062 RGE 12 W5M NW 07	13-7-62-12 W5M WS/AR
S07589	8-Apr-99	CR	MSL	MSL 990567	TWP 061 RGE 12 W5M SE 23	WELLSITE @ 8-23-61-12 W5M
S07590	16-Apr-98	CR	MSL	MSL 981317	TWP 062 RGE 12 W5M N 11	10-11-62-12 W5M WS/AR
S10152	21-Nov-07	CR	MSL	MSL 072775	TWP 062 RGE 11 W5M SE 07	8-7-62-11 W5M WS
S10156	6-Mar-64	CR	BO	ROE 8374	TWP 067 RGE 18 W5M NE 04	10-4-67-18 W5M WS
S10157	6-Mar-64	CR	BO	ROE 8372	TWP 067 RGE 18 W5M N&SW 04, NE 05	1-4-67-18 W5M AR
S10158	6-Mar-64	CR	BO	ROE 8401	TWP 067 RGE 18 W5M SW 03	4-3-67-18 W5M WS/AR
S10159	6-Mar-64	CR	BO	ROE 8410	TWP 067 RGE 18 W5M SW 04	4-4-67-18 W5M WS/AR
S10160	6-Mar-64	CR	BO	ROE 8409	TWP 067 RGE 18 W5M NE 4	BATTERY
S10161	11-Oct-63	CR	BO	ROE 8421	TWP 067 RGE 18 W5M LSD 10 SEC 9 TWP 067 RGE 18 W5M NE 4 TWP 067 RGE 18 W5M SE 9	WELLACC
S10162	6-Mar-64	CR	BO	ROE 8449	TWP 067 RGE 18 W5M S 9	4-9-67-18 W5M
S10163	24-Jun-64	CR	BO	ROE 8468	TWP 067 RGE 18 W5M NE 05	10-5-67-18 W5M WS

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S10164	24-Jun-64	CR	BO	ROE 8489	TWP 067 RGE 18 W5M NE 8 TWP 067 RGE 18 W5M N 9	ROAD FROM 10-8 TO 10-9-67-18 W5M
S10165	25-Jun-64	CR	BO	ROE 8472	TWP 067 RGE 18 W5M NE 08	10-8-67-18 W5M WS
S10166	30-Dec-64	CR	BO	ROE 8513	TWP 067 RGE 18 W5M SE 9 TWP 067 RGE 18 W5M SW 10 TWP 067 RGE 18 W5M LSD 04 SEC 10	(4-10) (4-10) WELL SITE
S10168	31-Dec-64	CR	BO	ROE 8547	TWP 067 RGE 18 W5M NE 8 TWP 067 RGE 18 W5M E 17 TWP 067 RGE 18 W5M NW 17	BATTERY
S10169	31-Dec-64	CR	BO	ROE 8551	TWP 067 RGE 18 W5M N 4	BATTERY
S10170	17-Dec-69	CR	BO	ROE 9062	TWP 067 RGE 18 W5M N 4	PLANT SITE
S10171	26-Apr-65	CR	MSL	MSL 2700	TWP 067 RGE 18 W5M S 5 TWP 067 RGE 18 W5M NE 5 TWP 067 RGE 18 W5M LSD 04 SEC 05	(4-5) (4-5) WELL SITE
S10173	6-Jul-66	CR	MSL	MSL 3601	TWP 067 RGE 18 W5M N 05, NE 06, S&NW 07, W 18	12-18-67-18 W5M AR
S10174	4-Apr-73	CR	BO	ROE 730010	TWP 067 RGE 18 W5M NE 4	10-4-67-18 W5M BATTERY ADDITION
S10175	24-Nov-75	CR	MSL	MSL 10824	TWP 067 RGE 18 W5M N 04	10-4-67-18 W5M BATTERY SITE
S10176	7-Mar-78	CR	MSL	MSL 770498	TWP 067 RGE 18 W5M LSD 10 SEC 4	BATTERY
S10177	23-May-85	CR	MSL	MSL 841536	TWP 067 RGE 18 W5M SE 09	2-9-67-18 W5M WS
S10178	10-Jun-85	CR	MSL	MSL 841569	TWP 067 RGE 18 W5M NW 10, NE 9	12-10-67-18 W5M WS/AR
S10179	10-Jun-85	CR	MSL	MSL 841507	TWP 067 RGE 18 W5M LSD 5 SEC 17 TWP 067 RGE 18 W5M NW 17	PORTION OF ACCESS
S10180	4-Jun-85	CR	MSL	MSL 841506	TWP 067 RGE 18 W5M NW 17	12-17-67-18 W5M WS/AR
S10181	6-Jan-86	CR	LOC	LOC 851732	TWP 067 RGE 18 W5M N&SW 04	4-4-67-18 W5M AR
S10182	20-Nov-87	CR	MSL	MSL 860921	TWP 067 RGE 18 W5M NW 17	14-17-67-18 W5M WS/AR
S10183	12-Dec-89	CR	MSL	MSL 891388	TWP 067 RGE 18 W5M N 4	10-4-67-18 W5M WS
S10184	25-Jun-64	CR	BO	ROE 8486	TWP 067 RGE 18 W5M NE 9 TWP 067 RGE 18 W5M W 16 TWP 067 RGE 18 W5M LSD 4 SEC 21	ROAD FROM 10-9 TO 4-16-67-18 W5M ROAD FROM 4-16 TO 4-21-67-18 W5M
S10185	16-Apr-64	CR	BO	ROE 8500	TWP 067 RGE 18 W5M NW 17, NE 18, NE 20	10-20-67-18 W5M WS/AR
S10186	1-Sep-64	CR	MSL	ROE 8485	TWP 067 RGE 18 W5M NW 14, SW 16, E&NW 17, NE 18, S&NW 19, SW 30 TWP 067 RGE 19 W5M E&NW 25, W 36, NE 35 TWP 068 RGE 19 W5M N&SE 2, W 11, NE 10, E 15, S&NW 22, SW 27, E 28, S&NW 33	4-16-67-18 W5M AR
S10187	1-Mar-65	CR	BO	ROE 8510	TWP 067 RGE 18 W5M LSD 04 SEC 20	WELLSITE
S10188	5-Mar-65	CR	MSL	MSL 2621	TWP 067 RGE 18 W5M NE 18, SE 19	10-18-67-18 W5M WS/AR
S10190	27-Jul-64	CR	MSL	MSL 2098	TWP 067 RGE 18 W5M SE 16	2-16-67-18 W5M WS/AR
S10191	30-Sep-64	CR	MSL	MSL 2217	TWP 067 RGE 18 W5M S&NW 16	4-16-67-18 W5M WS/AR
S10192	19-Apr-74	CR	MSL	MSL 9211	TWP 067 RGE 18 W5M NE 16	10-16-67-18 W5M WS/AR
S10193	27-May-85	CR	MSL	MSL 841508	TWP 067 RGE 18 W5M NW 16	12-16-67-18 W5M WS
S10194	6-Jun-85	CR	MSL	MSL 841570	TWP 067 RGE 18 W5M SE 20	2-20-67-18 W5M WS/AR
S10195	10-Jul-91	CR	MSL	MSL 891387	TWP 067 RGE 18 W5M SE 16	2-16-67-18 W5M WS
S10197	26-Oct-90	CR	MSL	MSL 900830	TWP 067 RGE 18 W5M SW 16	6-16-67-18 W5M WS/AR
S10198	11-Feb-91	CR	LOC	LOC 910175	TWP 067 RGE 18 W5M SE 16	2-21-67-18 W5M AR
S10199	30-Apr-92	CR	MSL	MSL 910999	TWP 067 RGE 18 W5M NE 16	16-16-67-18 W5M WS
S10200	18-Nov-91	CR	LOC	LOC 910873	TWP 067 RGE 18 W5M NW 15 TWP 067 RGE 18 W5M NE 16	16-16-67-18 W5M AR
S10201	13-Apr-92	CR	MSL	MSL 920130	TWP 067 RGE 18 W5M SE 20	8-20-67-18 W5M WS
S10201-02	13-Apr-92	CR	MSL	MSL 920130 - SPLIT	TWP 067 RGE 18 W5M LSD 8 SEC 20	WELLSITE
S10202	6-Feb-92	CR	LOC	LOC 920076	TWP 067 RGE 18 W5M SE 20	8-20-67-18 W5M AR
S10203	3-Sep-92	CR	MSL	MSL 920524	TWP 067 RGE 18 W5M SW 20	6-20-67-18 W5M WS/AR
S10204	22-Apr-64	CR	BO	ROE 8504	TWP 066 RGE 18 W5M NE 32 TWP 066 RGE 18 W5M N 31 TWP 066 RGE 18 W5M SW 31 TWP 067 RGE 18 W5M SW 14	4-31-66-18 W5M WS/AR
S10205	2-Apr-68	CR	MSL	MSL 5017	TWP 066 RGE 18 W5M W 31	4-31-66-18 W5M WS/AR
S10205-02	2-Apr-68	CR	MSL	MSL 5017-SPLIT	TWP 066 RGE 18 W5M W 31	4-31-66-8 W5M WS/AR
S10225	6-May-71	CR	LOC	LOC 3760	TWP 066 RGE 18 W5M W 31	ACCESS
S10241	20-Oct-64	CR	MSL	MSL 2294	TWP 066 RGE 18 W5M NW 32 TWP 067 RGE 18 W5M SW 04	12-32-66-18 W5M WS/AR
S10302	13-Nov-64	CR	MSL	MSL 2312	TWP 067 RGE 18 W5M SW 15	4-15-67-18 W5M WS/AR
S10304	21-May-74	CR	MSL	MSL 9375	TWP 067 RGE 18 W5M NW 15	NW 15-67-18 W5M SATELLITE SITE
S10306	9-Apr-92	CR	MSL	MSL 920129	TWP 067 RGE 18 W5M SW 15	6-15-67-18 W5M WS
S10307	6-Feb-92	CR	LOC	LOC 920075	TWP 067 RGE 18 W5M W 15, NW 14	6-15-67-18 W5M AR
S10308	27-Jan-93	CR	MSL	MSL 920676	TWP 067 RGE 18 W5M NW 15	11-15-67-18 W5M WS/AR

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S10310	16-Dec-64	CR	MSL	MSL 2434	TWP 067 RGE 18 W5M NE 6 TWP 067 RGE 18 W5M LSD 10 SEC 06	(10-6) WELL SITE
S10314	13-Nov-64	CR	MSL	MSL 2314	TWP 066 RGE 18 W5M NE 31	10-31-66-18 W5M WS/AR
S10356	21-Dec-93	CR	LOC	LOC 931711	TWP 067 RGE 18 W5M N 09	14-9-67-18 W5M VALVE SITE/AR
S10734	23-Feb-93	CR	MSL	MSL 930351	TWP 067 RGE 18 W5M SW 21	6-21-67-18 W5M WS
S10735	23-Feb-93	CR	LOC	LOC 930213	TWP 067 RGE 18 W5M N 16, SW 21	6-21-67-18 W5M AR
S10736	14-Oct-94	CR	MSL	MSL 930795	TWP 067 RGE 18 W5M SW 20	5-20-67-18 W5M WS
S10737	13-May-93	CR	LOC	LOC 930509	TWP 067 RGE 18 W5M SW 20	5-20-67-18 W5M AR
S10738	26-Jul-93	CR	MSL	MSL 931086	TWP 067 RGE 18 W5M NW 03	14-3-67-18 W5M WS
S10739	22-Jun-93	CR	LOC	LOC 930653	TWP 067 RGE 18 W5M NW 03	14-3-67-18 W5M AR
S10740	9-Sep-93	CR	MSL	MSL 931252	TWP 067 RGE 18 W5M NE 10	15-10-67-18 W5M WS
S10741	5-Aug-93	CR	LOC	LOC 930775	TWP 067 RGE 18 W5M NE 10, S 15	15-10-67-18 W5M AR
S10746	21-Oct-93	CR	MSL	MSL 931465	TWP 067 RGE 18 W5M NW 10, SW 15	14-10-67-18 W5M WS/AR
S10747	21-Oct-93	CR	MSL	MSL 931454	TWP 067 RGE 18 W5M SE 15	7-15-67-18 W5M WS
S10748	13-Sep-93	CR	LOC	LOC 930904	TWP 067 RGE 18 W5M E&NW 15	7-15-67-18 W5M AR
S10749	5-May-94	CR	MSL	MSL 931741	TWP 067 RGE 18 W5M W 10	6-10-67-18 W5M WS
S10756	10-May-94	CR	MSL	MSL 931742	TWP 067 RGE 18 W5M N 17	N 17-67-18 W5M BATTERY SITE
S10760	7-Dec-93	CR	MSL	MSL 932257	TWP 067 RGE 18 W5M SE 21	7-21-67-18 W5M WS
S10761	7-Dec-93	CR	LOC	LOC 931507	TWP 067 RGE 18 W5M S 21	7-21-67-18 W5M AR
S10762	14-Dec-93	CR	MSL	MSL 932258	TWP 067 RGE 18 W5M SW 10	3-10-67-18 W5M WS/AR
S10778	7-Jun-94	CR	LOC	LOC 940845	TWP 067 RGE 18 W5M W 15	4-15-67-18 W4M AR
S10779	20-May-94	CR	MSL	MSL 941127	TWP 067 RGE 18 W5M LSD 11 SEC 9	WELLACC
S10780	19-May-94	CR	MSL	MSL 941116	TWP 066 RGE 18 W5M NW 32	14-32-66-18 W5M WS/AR
S10787	7-Sep-94	CR	MSL	MSL 941887	TWP 067 RGE 18 W5M SE 17	2-17-67-18 W5M WS
S10788	7-Sep-94	CR	LOC	LOC 941304	TWP 067 RGE 18 W5M SE 17	2-17-67-18 W5M AR
S10789	17-Oct-94	CR	MSL	MSL 942212	TWP 067 RGE 18 W5M SE 19	1-19-67-18 W5M WS/AR
S10791	9-Nov-94	CR	MSL	MSL 942652	TWP 067 RGE 18 W5M NE 20	9-20-67-18 W5M WS/AR
S10819	25-Jul-95	CR	MSL	MSL 951314	TWP 067 RGE 18 W5M NW 03	12-3-67-18 W5M WS
S10820	25-Jul-95	CR	LOC	LOC 951022	TWP 067 RGE 18 W5M NW 03	12-3-67-18 W5M AR
S11600	21-Sep-01	CR	MSL	MSL 012924	TWP 067 RGE 18 W5M NW 05	12-5-67-18 W5M (BH) DD FROM SURFACE 13-5-67-18 W5M WS
S11601	21-Sep-01	CR	MSL	MSL 012933	TWP 067 RGE 18 W5M SE 08	2-8-67-18 W5M WS
S11602	21-Sep-01	CR	LOC	LOC 012065	TWP 067 RGE 18 W5M SE 8	2-8-67-18 W5M AR
S11603	21-Sep-01	CR	MSL	MSL 012925	TWP 067 RGE 18 W5M SW 08	4-8-67-18 W5M WS
S11604	21-Sep-01	CR	LOC	LOC 012060	TWP 067 RGE 18 W5M SW 08	4-8-67-18 W5M AR
S11605	20-Sep-01	CR	MSL	MSL 012931	TWP 067 RGE 18 W5M NW 09	13-9-67-18 W5M (BH) DD FROM SURF 1-9-67-18 W5M WS
S11676	5-Nov-02	CR	MSL	MSL 022416	TWP 069 RGE 08 W5M SW 07	4-7-69-8 W5M WS
S11763	8-Mar-04	CR	MSL	MSL 040692	TWP 067 RGE 18 W5M LSD 11 SEC 30	(11-30)
S11764	8-Mar-04	CR	LOC	LOC 040432	TWP 067 RGE 18 W5M LSD 11 SEC 30 TWP 067 RGE 18 W5M NW 19	(11-30) (11-30)
S11766	15-Dec-05	CR	MSL	MSL 053829	TWP 069 RGE 08 W5M NW 05	11-5-69-8 W5M WS/AR
S11781	30-Jan-05	CR	PIL	PIL 050885	TWP 067 RGE 18 W5M NE 18	10-18-67-18 W5M VALVE SITE
S12312	11-Mar-88	CR	PIL	PIL 850035	TWP 067 RGE 18 W5M NE 4	NE 4-67-18 W5M METER SITE
S12319	11-Jan-96	CR	MSL	MSL 960070	TWP 067 RGE 18 W5M LSD 11 SEC 21	WELLACC
S12384	9-Jan-97	CR	MSL	MSL 963885	TWP 067 RGE 18 W5M S 20	7-20-67-18 W5M (BH) DD FROM SURF 4-20-67-18 W5M WS/AR
S12393	16-Apr-97	CR	LOC	LOC 970992	TWP 067 RGE 18 W5M NE 20 TWP 067 RGE 18 W5M NW 21	ACCESS TO 11-21 WELL SITE
S12548	30-Mar-93	CR	MSL	MSL 920499	TWP 068 RGE 08 W5M N 31, N 32	16-32-68-8 W5M (BH) DD FROM SURF 12-32-68-8 W5M WS
S12549	21-Oct-92	CR	MSL	MSL 920500	TWP 068 RGE 08 W5M S&NW 31	14-31-68-8 W5M (BH) DD FROM SURF 2-31-68-8 W5M PADSITE 5-31-68-8 W5M (BH) DD FROM SURF 2-31-68-8 W5M
S12550	21-Oct-92	CR	MSL	MSL 920501	TWP 069 RGE 08 W5M LSD 12 SEC 6 (BH) TWP 069 RGE 08 W5M LSD 06 SEC 6	WELLSITE
S12551	24-Aug-93	CR	MSL	MSL 920549	TWP 069 RGE 09 W5M NE 01	10-1-69-9 W5M WS
S12552	6-Oct-92	CR	MSL	MSL 920552	TWP 069 RGE 09 W5M SE 11	2-11-69-5 W5M WS
S12553	16-Oct-92	CR	MSL	MSL 920551	TWP 069 RGE 09 W5M NW 01	11-1-69-9 W5M (BH) DD FROM SURF 12-1-69-9 W5M WS
S12554	27-Oct-92	CR	MSL	MSL 920548	TWP 069 RGE 09 W5M SE 14, NE 11	16-11-69-9 W5M (BH) DD FROM SURF 2-14-69-9 W5M WS/AR
S12557	30-Oct-92	CR	MSL	MSL 920623	TWP 069 RGE 08 W5M LSD 10 SEC 5 (BH) TWP 069 RGE 08 W5M LSD 10 SEC 5 (BH) TWP 069 RGE 08 W5M LSD 8 SEC 5	WELLSITE
S12730	29-Jun-93	CR	MSL	MSL 930647	TWP 069 RGE 09 W5M NE 01	9-1-69-9 W5M WS/AR

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S12731	12-Mar-64	CR	MSL	MSL 1771	TWP 069 RGE 09 W5M NW&SE 13, N&SW 14	12-13-69-9 W5M PADSITE/AR 16-14-69-9 W5M (BH) 7-13-69-9 W5M (BH) 14-14-69-9 W5M (BH) 3-14-69-9 W5M (BH)
S12732	8-Jun-64	CR	MSL	MSL 1989	TWP 069 RGE 09 W5M LSD 2 SEC 1	WELLACC
S12733	18-Feb-64	CR	MSL	MSL 1757	TWP 069 RGE 09 W5M NE 15, SE 22	10-15-69-9 W5M WS/AR
S12735	15-Jun-64	CR	MSL	MSL 1928	TWP 069 RGE 09 W5M N 11, SW 14	4-14-69-9 W5M WS/AR
S12739	1-Sep-64	CR	MSL	MSL 2151	TWP 069 RGE 09 W5M N 13	10-13-69-9 W5M WS/AR
S12740	11-Jun-64	CR	MSL	MSL 2015	TWP 069 RGE 09 W5M E 14	2-14-69-9 W5M WS/AR
S12741	22-Jul-64	CR	MSL	MSL 2085	TWP 069 RGE 08 W5M LSD 10 SEC 5, NW 5 TWP 069 RGE 08 W5M NE 6	WSACPL TIE IN FROM: 10-5-69-8 W5M TIE IN TO: 10-6-69-8 W5M NO PLA ONLY AN MSL
S12747	22-Jan-58	CR	BO	ROE 5012	TWP 069 RGE 09 W5M NE 14	10-14-69-9 W5M WS
S12748	28-Apr-83	CR	MSL	MSL 215	TWP 069 RGE 08 W5M SE 21	2-7-69-8 W5M WS/AR
S12749	12-Mar-59	CR	MSL	MSL 257	TWP 069 RGE 09 W5M LSD 10 SEC 12 TWP 069 RGE 09 W5M E 12 TWP 069 RGE 08 W5M SW 7	WELL SITE AND ACCESS ROAD FLOW LINE FLOW LINE TIE IN FROM: WELL UNDER EUB 16791 TIE IN TO: NE 12-69-9 W5M TIE IN FROM: P/L 10-12-69-9 W5 TIE IN TO: 4-7-69-8 W5M EUB 45241, LINES 1 & 3
S12750	15-Jan-60	CR	MSL	MSL 386	TWP 069 RGE 08 W5M N 6, S 7	10-6-69-8 W5M WS/AR/PL 10-6-69-8 W5M TO 4-7-69-8 W5M
S12751	3-Oct-84	CR	MSL	MSL 398	TWP 069 RGE 09 W5M SW 12	4-122-69-9 W5M WS/AR
S12752	12-Feb-85	CR	MSL	MSL 475	TWP 069 RGE 08 W5M SW 07	4-7-69-8 W5M WS/AR
S12753	12-Feb-85	CR	MSL	MSL 469	TWP 069 RGE 08 W5M SW 07	4-7-69-8 W5M BATTERY SITE
S12754A	22-Jul-85	CR	MSL	MSL 687	TWP 069 RGE 08 W5M W 7, SW 18 TWP 069 RGE 09 W5M SE 13	4-18-69-8 W5M WS/AR/PL
S12755A	26-Jul-85	CR	MSL	MSL 689	TWP 069 RGE 08 W5M SE 07, SW 08	4-8-69-8 W5M WS/AR/PL
S12756	4-May-61	CR	MSL	MSL 690	TWP 069 RGE 08 W5M W 05, E 06 TWP 068 RGE 08 W5M NW 32	4-5-69-8 W5M (BH) WS/AR/PL 13-32-68-8 W5M (BH) DD FROM SURF 4-5-69-8 W5M 4-5-69-8 W5M TO 7-6-69-8 W5M
S12757	26-Jul-85	CR	MSL	MSL 797	TWP 069 RGE 08 W5M N&SW 6 TWP 069 RGE 09 W5M E 1 TWP 068 RGE 08 W5M NE 32 TWP 068 RGE 08 W5M SW 30 TWP 068 RGE 08 W5M SW 30 TWP 069 RGE 08 W5M LSD 04 SEC 06	WATER SOURCE AND REMOTE SUMP 3-30; WATER SOURCE 6-30; WATER SOURCE WELL SITE
S12758	21-Feb-63	CR	MSL	MSL 1361	TWP 069 RGE 09 W5M NE 14	10-14-69-9 W5M AR
S12759	9-Apr-63	CR	MSL	MSL 1472	TWP 069 RGE 09 W5M NE 11	10-11-69-9 W5M WS
S12760	12-Jun-64	CR	MSL	MSL 1969	TWP 069 RGE 09 W5M SW 13	4-13-69-9 W5M WS/AR
S12761	5-Apr-63	CR	MSL	MSL 1443	TWP 069 RGE 09 W5M NW 12	12-12-69-9 W5M WS
S12762	17-Apr-63	CR	MSL	MSL 1491	TWP 069 RGE 09 W5M SE 12	2-12-69-9 W5M WS/AR
S12763	17-Apr-63	CR	MSL	MSL 1391	TWP 069 RGE 08 W5M NW 05	12-5-69-8 W5M WS/AR
S12764	29-May-63	CR	MSL	MSL 1572	TWP 069 RGE 09 W5M NE 11 TWP 069 RGE 09 W5M W 12	10-11-69-9 W5M WS/AR
S12765	15-Mar-63	CR	MSL	MSL 1408	TWP 069 RGE 09 W5M SE 13	2-13-69-9 W5M WS/AR
S12766	16-Jan-64	CR	MSL	MSL 1946	TWP 069 RGE 08 W5M NW 07	12-7-69-8 W5M WS
S12767	24-May-63	CR	MSL	MSL 1549	TWP 069 RGE 08 W5M LSD 12 SEC 6 TWP 069 RGE 08 W5M SW 7	WELLACC
S12768	14-May-63	CR	MSL	MSL 1526	TWP 069 RGE 08 W5M LSD 2 SEC 6	WELLACC
S12769	22-Sep-87	CR	MSL	MSL 1473	TWP 068 RGE 08 W5M LSD 02 SEC 31 TWP 068 RGE 08 W5M LSD 06 SEC 31 TWP 068 RGE 08 W5M SE 31 (SURFACE)	PENGROWTH HZ SWANH 6-31-68-8 W5M PENGROWTH HZ SWANH 2-31-68-8 W5M SURFACE LOCATION 2-31-68-8 W5M
S12770	29-May-63	CR	MSL	MSL 1569	TWP 068 RGE 08 W5M LSD 12 SEC 31 TWP 069 RGE 08 W5M SW 6 TWP 068 RGE 08 W5M NE 32 TWP 068 RGE 08 W5M SW 30 TWP 068 RGE 08 W5M SW 30	WATER SOURCE AND REMOTE SUMP WATER SOURCE; 3-30 WATER SOURCE; 6-30
S12771	14-May-63	CR	MSL	MSL 1525	TWP 069 RGE 08 W5M LSD 10 SEC 7 TWP 069 RGE 08 W5M NW 7, NE 7, SE 7	100/10-07-069-08W5M/00 ACCESS ROAD
S12772	21-Dec-87	CR	MSL	MSL 1633	TWP 069 RGE 09 W5M LSD 12 SEC 14 TWP 069 RGE 09 W5M LSD 15 SEC 15 TWP 068 RGE 08 W5M SE 21	BH 16-15-69-9, BH 102/12-14-69-9, BH 12-14-69-9 AND NEW ADDITIONAL BH 11-14-69-9 W5M

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S12773	12-Sep-86	CR	MSL	MSL 1068	TWP 068 RGE 08 W5M 31, NE 32, NE 29, NW 16, SW 28, NE 21, SW 21	4-31-68-8 W5M (BH) WS/AR 10-32-68-8 W5M (BH) 15-32-68-8 W5M (BH) 4-28-68-8 W4M WS/AR 6-28-68-8 W5M (BH) 14-21-68-8 W5M (BH) 16-20-68-8 W5M (BH) 10-21-68-8 W5M WS/AR 6-21-68-8 W5M (BH) 14-21-68-8 W5M (BH) 4-21-68-8 W5M WS/AR 5-21-68-8 W5M (BH) 6-21-68-8 W5M (BH)
S12774	6-Sep-85	CR	MSL	MSL 630	TWP 068 RGE 08 W5M LSD 4 SEC 32	WELLACC
S12775	5-Jan-62	CR	LOC	LOC 1809	TWP 068 RGE 08 W5M NW 16, NE&SW 21, SW 28, NE 29, SE 31, NE&SW 32	4-32-68-8 W5M AR TO WATER SOURCE AND REMOTE SUMPS
S12776	3-Oct-84	CR	MSL	MSL 433	TWP 069 RGE 09 W5M N 01 TWP 069 RGE 09 W5M SW 12	10-1-69-9 W5M WS/AR
S12777	23-Nov-61	CR	MSL	MSL 919	TWP 068 RGE 08 W5M E 31, NW 32 TWP 069 RGE 08 W5M SW 05	10-31-68-8 W5M AR
S12779	5-Feb-64	CR	MSL	MSL 1723	TWP 069 RGE 08 W5M SW 07	4-7-69-8 W5M BATTERY SITE
S12781	16-May-63	CR	MSL	MSL 1538	TWP 068 RGE 08 W5M LSD 12 SEC 32 (BH) TWP 069 RGE 08 W5M LSD 8 SEC 6 (BH) TWP 068 RGE 08 W5M LSD 16 SEC 31	(VERTICAL WELL & SURFACE LOCATION)
S12783	15-Jun-64	CR	MSL	MSL 1916	TWP 069 RGE 09 W5M SE 11, SW 12	2-11-69-9 W5M WS/AR
S12784	23-Nov-65	CR	MSL	MSL 3069	TWP 069 RGE 09 W5M LSD 12 SEC 1, NE 2, SE 11	100/12-01-069-09W5M/00 AND ACCESS ROAD
S12785	1-Nov-88	CR	MSL	MSL 2050	TWP 069 RGE 09 W5M E 21 TWP 069 RGE 09 W5M NW 22	WATER PUMP
S12802	1-Dec-93	CR	MSL	MSL 932014	TWP 069 RGE 09 W5M NE 12, SE 13	15-12-69-9 W5M WS/AR
S12806	23-Nov-93	CR	MSL	MSL 932016	TWP 069 RGE 08 W5M SE 06	7-6-69-8 W5M WS/AR
S12882	4-May-60	CR	LOC	LOC 1101	TWP 069 RGE 08 W5M SW 7, SE 21 TWP 069 RGE 09 W5M E 12, S&NW 13, E, 23, W 24, W 25, NE 26, N&SE 35 TWP 070 RGE 09 W5M W 2, E 10, SW 11, S&NW 15, NE 16, SE 21	4-7-69-8 W5M AR
S12916	15-Dec-98	CR	MSL	MSL 983224	TWP 067 RGE 18 W5M NW 15 TWP 067 RGE 18 W5M LSD 3 SEC 15 (BH) TWP 067 RGE 18 W5M LSD 13 SEC 15	WELLSITE
S12919	17-Feb-99	CR	MSL	MSL 990372	TWP 067 RGE 18 W5M LSD 8 SEC 15	WELLSITE
S12920	17-Feb-99	CR	LOC	LOC 990307	TWP 067 RGE 18 W5M LSD 8 SEC 15 TWP 067 RGE 18 W5M NW 14	ACCESS
S12923	18-Oct-99	CR	MSL	MSL 991631	TWP 067 RGE 18 W5M NW 15	13-15-67-18 W5M WS
S12928	18-Oct-99	CR	LOC	LOC 991199	TWP 067 RGE 18 W5M NW 15	102/13-15-67-18 W5M AR
S12940	9-Dec-99	CR	MSL	MSL 992684	TWP 067 RGE 18 W5M NE 04	16-4-67-18 W5M WS
S12941	9-Dec-99	CR	LOC	LOC 991857	TWP 067 RGE 18 W5M NE 4	16-4-67-18 W5M AR
S12944	9-Dec-99	CR	MSL	MSL 992683	TWP 067 RGE 18 W5M NE 04, SW 10	4-10-67-18 W5M (BH) DD FROM SURF 9-4-67-18 W5M WS/AR
S14311A	27-Feb-03	CR	MSL	MSL 030343	TWP 067 RGE 18 W5M LSD 16 SEC 1	W/S 16-1
S14311B	27-Feb-03	CR	LOC	LOC 030257	TWP 067 RGE 18 W5M N 1, E 2	A/R TO W/S 16-1
S14569	10-Dec-07	CR	MSL	MSL 073458	TWP 062 RGE 12 W5M LSD 1 SEC 20 (BH) TWP 062 RGE 12 W5M LSD 2 SEC 20 (BH) TWP 062 RGE 12 W5M LSD 4 SEC 21	PADSITE
S14569-01	10-Dec-07	CR	LOC	LOC 072357	TWP 062 RGE 12 W5M NE 17, SE 20	A/R TO 1-20-62-12 W5M PADSITE
S14571	29-Nov-07	CR	MSL	MSL 073004	TWP 062 RGE 11 W5M NE 05	15-5-62-11 W5M WS/AR
S14573	6-Dec-07	CR	MSL	MSL 073441	TWP 062 RGE 12 W5M LSD 15 SEC 16 (BH) TWP 062 RGE 12 W5M LSD 2 SEC 21	WELLACC
S14590	21-Nov-07	CR	LOC	LOC 071905	TWP 062 RGE 11 W5M NE 6, SE 7, SW 8	A/R TO 8-7-62-11 W5M

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S14615	28-Feb-08	CR	MSL	MSL 080053	TWP 061 RGE 12 W5M LSD 7 SEC 17 (BH) TWP 061 RGE 12 W5M LSD 14 SEC 17 (BH) TWP 061 RGE 12 W5M LSD 7 SEC 17 (BH) TWP 061 RGE 12 W5M LSD 12 SEC 9	WELLSITE
S14615-01	28-Feb-08	CR	LOC	LOC 080038	TWP 061 RGE 12 W5M SE 17, SW 17	A/R TO 7-17-61-12 W5M
S14617	15-Jan-08	CR	SL	PIL 070934	TWP 069 RGE 09 W5M SE 13	2-13-69-9 W5M RISER SITE
S14618	13-Feb-08	CR	SL	PIL 070947	TWP 068 RGE 08 W5M NE 31	10-31-68-8 W5M RISER SITE
S14686	18-Mar-08	CR	SL	PIL 080168	TWP 061 RGE 12 W5M LSD 8 SEC 17	RISER
S14695	4-Jul-08	CR	LOC	LOC 080710	TWP 069 RGE 09 W5M NW 1, SE 1, SW 1	A/R FROM 12-1 TO 2-1-69-9 W5M
S14766	14-Aug-08	CR	MSL	MSL 081408	TWP 061 RGE 12 W5M LSD 10 SEC 18 (BH) TWP 061 RGE 12 W5M LSD 14 SEC 8 (BH) TWP 061 RGE 12 W5M LSD 5 SEC 19	WELLACC
S14767	14-Aug-08	CR	MSL	MSL 081407	TWP 061 RGE 12 W5M LSD 2 SEC 20 (BH) TWP 061 RGE 12 W5M LSD 4 SEC 16 (BH) TWP 061 RGE 12 W5M LSD 12 SEC 20 (BH) TWP 061 RGE 12 W5M LSD 15 SEC 20	WELLACC
S14767-01	14-Aug-08	CR	LOC	LOC 081057	TWP 061 RGE 12 W5M NE 17, NW 17, NE 18, SE 18	A/R TO 2-20-61-12 W5M
S14768	16-Sep-08	CR	MSL	MSL 081409	TWP 061 RGE 12 W5M LSD 11 SEC 8 (BH) TWP 061 RGE 12 W5M LSD 16 SEC 5 (BH) TWP 061 RGE 12 W5M LSD 9 SEC 18	AMENDED FROM 102/1-8 AMENDED FROM 100/7-18
S14768-01	16-Sep-08	CR	LOC	LOC 081058	TWP 061 RGE 12 W5M NW 8, SW 17	A/R TO 11-8-61-12 W5M
S14789	27-May-09	CR	MSL	MSL 090431	TWP 061 RGE 12 W5M N&SE 19, NW 17	1-19-61-12 W5M (BH) PADSITE 12-17-61-12 W5M (BH) 15-19-61-12 W5M (BH)
S14796	30-Jul-92	CR	LOC	DLO 920410	TWP 069 RGE 08 W5M SW 07	SW 7-69-8 W5M WATER DISPOSAL SITE
S14849	30-Jun-09	CR	MSL	MSL 090475	TWP 061 RGE 12 W5M SW 19, SE 18, TWP 061 RGE 13 W5M W 24	4-19-61-12 W5M (BH) PADSITE 7-8-61-12 W5M (BH) 14-24-61-13 W5M (BH) 5-24-61-13 W5M (BH)
S14849-01	30-Jun-09	CR	LOC	LOC 090452	TWP 061 RGE 12 W5M NE 18, NW 18, SW 19	A/R TO 4-19-61-12 W5M
S14913	24-Feb-97	CR	MSL	MSL 970714	TWP 060 RGE 12 W5M SE 24	8-24-60-12 W5M (BH) DD FROM SURF 2-24-60-12 W5M WS
S14913-01	24-Feb-97	CR	LOC	LOC 970501	TWP 060 RGE 12 W5M SE 24, NE 13	8-24-60-12 W5M (BH) DD FROM SURF 2-24-60-12 W5M AR
S14913-01A	24-Feb-97	CR	LOC	LOC 970501-SPLIT	TWP 060 RGE 12 W5M SE 24, NE 13	8-24-60-12 W5M (BH) DD FROM SURF 2-24-60-12 W5M AR
S14913-02	24-Feb-97	CR	MSL	MSL 970714 - SPLIT	TWP 060 RGE 12 W5M SE 24	8-24-60-12 W5M (BH) DD FROM SURF 2-24-60-12 W5M WS
S14914	2-Nov-06	CR	MSL	MSL 064037	TWP 061 RGE 12 W5M LSD 16 SEC 7 (BH) TWP 061 RGE 12 W5M LSD 3 SEC 8 (BH) TWP 061 RGE 12 W5M LSD 12 SEC 18	WELLSITE
S14914-01	2-Nov-06	CR	LOC	LOC 062970	TWP 061 RGE 12 W5M NE 7	ACCESS TO CARSON 16-7-61-12 W5M
S14914-02	4-Jun-09	CR	LOC	LOC 090409	TWP 061 RGE 12 W5M NE 7, SE 18, SW 17	A/R TO 16-7-61-12 W5M
S14915	1-Jun-09	CR	PIL	PIL 090216	TWP 061 RGE 12 W5M LSD 4 SEC 17	RISER
S14920	20-Oct-04	CR	MSL	MSL 042920	TWP 061 RGE 11 W5M 6-31	SURFACE 11-31
S14921	20-Oct-08	CR	PIL	PIL 080474	TWP 061 RGE 11 W5M NE 36	RISER SITE
S14988	5-Feb-10	CR	MSL	MSL 091808	TWP 061 RGE 13 W5M NE 24, SW 25, SE 19	9-24-61-13 W5M (BH) PADSITE 6-25-61-13 W5M (BH) 2-19-61-12 W5M (BH)
S14988-01	5-Feb-10	CR	LOC	LOC 091438	TWP 061 RGE 13 W5M NE 24, SW 25, SE 19	9-24-61-13 W5M (BH) AR 6-25-61-13 W5M (BH) 2-19-61-12 W5M (BH)
S14989	3-Feb-10	CR	MSL	MSL 091809	TWP 061 RGE 12 W5M NE 06, SE 07	16-5-61-12 W5M (BH) DD FROM SURF 1-7-61-12 W5M PADSITE
S14989-01	3-Feb-10	CR	LOC	LOC 091439	TWP 061 RGE 12 W5M NE 06, SE 07	16-5-61-12 W5M (BH) DD FROM SURF 1-7-61-12 W5M AR
S14989-01A	3-Feb-10	CR	LOC	LOC 091439-SPLIT	TWP 061 RGE 12 W5M NE 06, W 07	16-6-61-12 W5M (BH) AR 11-7-61-12 W5M (BH) 4-7-61-12 W5M (BH)

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S14989-02	3-Feb-10	CR	LOC	LOC 091439-SPLIT	TWP 061 RGE 12 W5M NE 06, SW 05	4-5-61-12 W5M (BH) DD FROM SURF 16-6-61-12 W5M AR
S14989-02A	3-Feb-10	CR	MSL	MSL 091809 - SPLIT	TWP 061 RGE 12 W5M NE 06, SW 05	4-5-61-12 W5M (BH) DD FROM SURF 16-6-61-12 W5M PADSITE
S14989-A	3-Feb-10	CR	MSL	MSL 091809-SPLIT	TWP 061 RGE 12 W5M NE 06, W 07	16-6-61-12 W5M (BH) PADSITE 11-7-61-12 W5M (BH) 4-7-61-12 W5M (BH)
S15104	5-Jul-10	FED	SL	OS-6568	TWP 060 RGE 12 W5M LSD 2 SEC 31 (BH) TWP 060 RGE 12 W5M LSD 13 SEC 31	SF 2-31, BH 13-31
S15212	19-Nov-10	CR	MLL	DML 100078	TWP 061 RGE 12 W5M LSD 4 SEC 10	TOWER SITE AND ACCESS ROAD
S15213	11-Sep-06	FED	SL	OS-5981	TWP 060 RGE 12 W5M LSD 3 SEC 31, NE 29	WELLACC
S15213-01	6-Mar-06	CR	LOC	LOC 060492	TWP 060 RGE 12 W5M S 31, N 29	ACCESS
S15214	7-Dec-04	FED	SL	OS-5647	TWP 060 RGE 13 W5M LSD 1 SEC 26	WELLACC
S15217	31-Mar-11	FED	SL	OS-6700	TWP 061 RGE 12 W5M LSD 4 SEC 6 (BH) TWP 061 RGE 13 W5M LSD 4 SEC 1 (BH) TWP 060 RGE 13 W5M LSD 4 SEC 36 (BH) TWP 060 RGE 13 W5M LSD 1 SEC 36 (BH) TWP 061 RGE 12 W5M LSD 1 SEC 6 (BH) TWP 061 RGE 12 W5M LSD 16 SEC 6 (BH) TWP 061 RGE 13 W5M LSD 16 SEC 1 (BH) TWP 061 RGE 13 W5M LSD 13 SEC 1	WELLACC
S15251	14-Mar-11	CR	MSL	MSL 110513	TWP 061 RGE 13 W5M LSD 2 SEC 13 (BH) TWP 061 RGE 13 W5M LSD 12 SEC 13 (BH) TWP 061 RGE 13 W5M LSD 15 SEC 13 (BH) TWP 061 RGE 12 W5M LSD 14 SEC 7	NOT LICENSED LICENSED NOT LICENSED
S15251-01	14-Mar-11	CR	MSL	LOC 110491	TWP 061 RGE 13 W5M SE 13 (BH) TWP 061 RGE 13 W5M LSD 12 SEC 13 (BH) TWP 061 RGE 13 W5M LSD 15 SEC 13 (BH) TWP 061 RGE 12 W5M LSD 14 SEC 7 TWP 061 RGE 12 W5M W 18	ACCESS ROAD TO 2-13, 15-13, 12-13, 14-7 NOT LICENSED LICENSED NOT LICENSED
S15479	31-Mar-99	CR	LOC	LOC 990366	TWP 061 RGE 12 W5M NE 31 TWP 061 RGE 12 W5M N 32 TWP 061 RGE 12 W5M SE 5	ACCESS ROAD ACCESS ROAD ACCESS ROAD
S15548	17-Apr-61	CR	BO	ROE 7853	TWP 062 RGE 11 W5M W 31 TWP 062 RGE 12 W5M W 11, W 14, W&NE 23, W&NE 25, SE 26, SE 36	A/R TO 102/6-11-62-12 & 14-31-62-11 W5M
S15595	1-Jun-11	CR	MSL	MSL 111091	TWP 061 RGE 12 W5M SW 09, E 04	4-9-61-12 W5M PADSITE/AR 7-4-61-12 W5M (BH) CANCELLED 16-4-61-12 W5M (BH) 15-8-61-12 W5M (BH)
S15595-01	27-May-11	CR	LOC	LOC 111021	TWP 061 RGE 12 W5M SW 09, E 04	4-9-61-12 W5M AR 7-4-61-12 W5M (BH) CANCELLED 16-4-61-12 W5M (BH) 15-8-61-12 W5M (BH)
S15596	1-Jun-10	CR	MSL	MSL 111094	TWP 061 RGE 12 W5M SW 16, E 09	4-16-61-12 (BH) W5M WS 7-9-61-12 W5M (BH) 16-9-61-12 W5M (BH)
S15596-01	25-May-11	CR	LOC	LOC 111023	TWP 061 RGE 12 W5M SW 16, W 09	4-16-61-12 W5M (BH) AR 7-9-61-12 W5M (BH) 16-9-61-12 W5M (BH)
S15715	31-Aug-11	CR	MSL	MSL 111812	TWP 061 RGE 12 W5M NW&S 10, NE 16	13-10-61-12 W5M PADSITE 10-16-61-12 W5M (BH) CANCELLED 8-10-61-12 W5M (BH) 4-10-61-12 W5M (BH) CANCELLED

SCHEDULE "D"
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<u>File #</u>	<u>Lease Date</u>	<u>CR / FH</u>	<u>Lease Type</u>	<u>Lessor details</u>	<u>Legal Desc</u>	<u>Land Use</u>
S15715-01	31-Aug-11	CR	LOC	LOC 111649	TWP 061 RGE 12 W5M NW&S 10, NE 16	13-10-61-12 W5M AR 10-16-61-12 W5M (BH) CANCELLED 8-10-61-12 W5M (BH) 4-10-61-12 W5M (BH) CANCELLED
S15716	15-Aug-11	CR	MSL	MSL 111725	TWP 061 RGE 12 W5M NE&W 21	4-21-61-12 W5M (BH) PADSITE 13-21-61-12 W5M (BH) 16-21-61-12 W5M (BH)
S15716-01	15-Aug-11	CR	LOC	LOC 111566	TWP 061 RGE 12 W5M S 20, NE 17	4-21-61-12 W5M (BH) AR 13-21-61-12 W5M (BH) 16-21-61-12 W5M (BH)
S15761	31-Aug-11	CR	MSL	MSL 111855	TWP 061 RGE 11 W5M NW 32, SE 31 TWP 062 RGE 11 W5M SE 05	13-32-61-11 W5M PADSITE 1-31-61-11 W5M (BH) 8-5-62-11 W5M (BH)
S15761-01	12-Sep-11	CR	LOC	LOC 111687	TWP 061 RGE 11 W5M NW 32, SE 31 TWP 062 RGE 11 W5M SE 05	13-32-61-11 W5M AR 1-31-61-11 W5M (BH) 8-5-62-11 W5M (BH)
S15809	21-Oct-11	CR	PIL	PIL 110685	TWP 069 RGE 08 W5M SW 07	4-7-69-8 W5M RISER SITE
S15817	13-Dec-11	CR	PIL	PIL 110863	TWP 061 RGE 12 W5M NE 6	HEADER SITE AT 10-6-61-12 W5M
S15850	12-Feb-85	CR	MSL	MSL 841043	TWP 064 RGE 13 W5M NW 31	12-31-64-13 W5M WS
S15851	19-Sep-84	CR	LOC	LOC 840765	TWP 064 RGE 13 W5M NW 31	12-31-64-13 W5M AR
S15852	22-Jun-98	CR	MSL	MSL 981647	TWP 065 RGE 14 W5M SE 02	7-2-65-14 W5M WS/AR
S15864	11-Jun-12	CR	PIL	PIL 120398	TWP 067 RGE 10 W5M SW 23	3-23-67-10 W5M RISER SITE
S15941	20-Jul-16	CR	MSL	MSL 160585	TWP 067 RGE 18 W5M NW 7 TWP 067 RGE 19 W5M NE 12 TWP 067 RGE 19 W5M LSD 2 SEC 13	2-13-67-19 W5
S15941-01	20-Jul-16	CR	MSL	MSL 160585	TWP 067 RGE 18 W5M NW 7 TWP 067 RGE 19 W5M NE 12 TWP 067 RGE 19 W5M LSD 2 SEC 13	ACCESS TO 2-13-67-19 W5
S16956	23-Sep-86	CR	MSL	MSL 842114	TWP 61 RGE 11 W5M NE 10	10-10-61-11 W5M WS/AR
S16957	27-Dec-84	CR	LOC	LOC 841321	TWP 60 RGE 11 W5M NE 34, NW 35 TWP 61 RGE 11 W5M SW 2, SE 3, E 10	12-2-61-11 W5M AR
S16959	16-Feb-94	CR	MSL	MSL 932851	TWP 61 RGE 11 W5M W 02	12-2-61-11 W4M WS
S16960	16-Feb-94	CR	LOC	LOC 931969	TWP 61 RGE 11 W5M W 02	12-2-61-5 W4M AR
S21559	8-Oct-02	CR	MSL	MSL 021887	TWP 62 RGE 10 W5M SE 1 TWP 62 RGE 10 W5M NW 1 (BH)	WS (100/12-1-62-10 W5M00 & 100/5-1-62-10 W5M00 SURFACE 5-1-62-10 W5M)
S21560	8-Oct-02	CR	LOC	LOC 021428	TWP 62 RGE 10 W5M NW 1 TWP 62 RGE 10 W5M N 2 TWP 62 RGE 10 W5M SE 9 TWP 62 RGE 10 W5M N 10 TWP 62 RGE 10 W5M S 10 TWP 62 RGE 10 W5M SW 11	AR (100/12-1-62-10 W5M00)
S22255	19-Dec-05	CR	MSL	MSL 054616	TWP 64 RGE 15 W5M SW 20	WS ESCAVAR TWO HILLS 6-20-64-15-W5M W/S TWO CREEK 6-20-64-15-W5M
S22455	18-Jan-10	FH	SL	EAST PRAIRIE METIS SETTLE	TWP 071 RGE 14 W5M W 17	15-17-71-14 W5M WS/AR
S22456	18-Jan-10	FH	SL	EAST PRAIRIE METIS SETTLE	TWP 071 RGE 14 W5M NE 17, NW 16	9-17-71-14 W5M WS/AR
S22464	2-Mar-99	FH	SL	9901	TWP 71 RGE 14 W5M SE 8 (7-8)	WS & AR (100/7-8-71-14 W5M02)
S22465	20-Jan-98	FH	SL	EAST PRAIRIE METIS SETTLE	TWP 71 RGE 14 W5M NE 6, SE 7 (15-6)	15-6-71-14 W5M
S22466	15-Jan-99	FH	SL	WS-99-EP-02	TWP 71 RGE 15 W5M S 25 (2-25)	WS & AR (100/2-5-71-15 W5M00)
S22467	15-Jan-99	FH	SL	EAST PRAIRIE METIS SETTLE	TWP 071 RGE 14 W5M NW 17, W 20, S 29	8-29-71-14 W5M WS/REMOTE SUMP/AR
S22468	27-Jan-98	FH	SL	EAST PRAIRIE METIS	TWP 71 RGE 14 W5M SW 32 (3-32)	EAST PRAIRIE DEVIL 3-32-71-14 W5M
S22469	27-Jan-98	FH	SL	EAST PRAIRIE METIS	TWP 71 RGE 14 W5M SE 15 (1-15)	EAST PRAIRIE DEVIL 1-15-71-15 W5M
S22470	8-Feb-99	FH	SL	SA-03-03-03	TWP 71 RGE 15 W5M N 17 (9-17 & 9-17/1-20)	EAST PRAIRIE DEVIL 9-17-71-15 W5M & 9-17/1-20-71-15 W5M TWO ACCESS ROADS
S22471	3-Feb-00	FH	SL	WS-2000-EP-04	TWP 71 RGE 14 W5M NE 31, W 32 (9-31)	EAST PRAIRIE DEVIL 9-31-71-14 W5M
S22472	25-Feb-00	FH	SL	EAST PRAIRIE METIS	TWP 71 RGE 14 W5M N 3, N & SE 10, W 11 (14-3)	EAST PRAIRIE DEVIL 14-3-71-14 W5M
S22474	10-Oct-01	FH	SL	EPMS 01-06-72	TWP 72 RGE 15 W5M SE 10, SW 11 (6-11)	WELLSITE AND ACCESS ROAD 6-11-72-15 W5M
S22475	10-Oct-01	FH	SL	EPMS 01-24-71	TWP 71 RGE 15 W5M NW 24 TWP 71 RGE 15 W5M LSD 13 SEC 24	WELLSITE 13-24-71-15 W5M DIRECTIONALLY DRILLED FROM 14-24-71-15 W5M
S22477	11-Mar-03	FH	SL	EAST PRAIRIE METIS SETTLEM	TWP 071 RGE 14 W5M NW 28	12-28-71-14 W5M WS/AR

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S22479	29-Oct-97	FH	SL	EAST PRAIRIE METIS	TWP 70 RGE 14 W5M E 21, W 27, SE 28, NE 32, W & SE 33, SW 34 TWP 71 RGE 14 W5M N & SE 4, N & SE 8, W 17, E 19, SW 20, W & SE 30 TWP 71 RGE 15 W5M S & NE 13, S 14, S 15, S 16, S 17, E 18, E 19, N & SE 24, N & SW 25, NE 26, W 29, S 32, S 33, S & NE 34, W & SE 35, W & SE 36 TWP 72 RGE 15 W5M SW 1, 2, E 10, W 11, SW 14, E 15, NE & SE 22, SW 27, N & SE 28, NE 32, W & SE 33	MASTER RUA AGMT (EAST PRAIRIE ACCESS ROAD - PLAN 2882 PX. PLAN 882 1453, PLAN 852 1363, PLAN 852 1165, PLAN 872 2436, PLAN 852 1164, PLAN 1981 PX, PLAN 852 1312, PLAN 852 1362)
S22524	9-Feb-05	FH	SL	SA-05-01-02	TWP 71 RGE 14 W5M NW 8 TWP 71 RGE 14 W5M LSD 14 SEC 8	BREAKER DEVIL 14-8-71-14 W5M
S22525	9-Feb-05	FH	SL	SA-05-01-03	TWP 71 RGE 14 W5M NW 24 (LSD 13) TWP 71 RGE 14 W5M S 25 TWP 71 RGE 14 W5M S 24 TWP 71 RGE 14 W5M NE 24 TWP 71 RGE 14 W5M W 13 TWP 71 RGE 14 W5M NW 12 TWP 71 RGE 14 W5M N 11 TWP 71 RGE 14 W5M N 10	BREAKER DEVIL 4-25-71-14 W5M (DIRECTIONAL FROM 13-24-71-14 W5M)
S22526	9-Feb-05	FH	SL	SA-05-01-01	TWP 71 RGE 14 W5M NE 20 (LSD 16) TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M W 20 TWP 71 RGE 14 W5M NE 20	BREAKER DEVIL 16-20-71-14 W5M
S22685	21-Jul-05	FH	SL	SA-05-07-06	TWP 71 RGE 14 W5M SE 20 (LSD 2) TWP 71 RGE 14 W5M SW 20 TWP 71 RGE 14 W5M NW 17	WS, AR & BATT (100/2-20-71-14 W5M00)
S22686	21-Jul-05	FH	SL	SA-05-07-05	TWP 71 RGE 14 W5M NW 17	BREAKER DEVIL 11-17-71-14 W5M
S22727	13-Mar-06	FH	SL	EPMS SA-06-03-09	TWP 71 RGE 14 W5M SW 21	WS & AR (100/3-21-71-14-W5M02)
S22736	18-Oct-05	FH	SL	SA-05-10-07	TWP 71 RGE 14 W5M SW 30, SE 30, NE 30, SW 32, SE 32, SW 33	BREAKER DEVIL 6-33-71-14 W5M
S22746	17-Jul-06	FH	SL	SA-06-07-10	TWP 71 RGE 14 W5M PTN SW 17, PTN SE 18	8-18-71-14 W5M
S22747	17-Jul-06	FH	SL	SA-06-07-11	TWP 71 RGE 14 W5M NW 9	WS & AR (100/13-9-71 14 W5M02)
S22755	27-Sep-06	CR	MSL	MSL 063414	TWP 72 RGE 14 W5M SW 15	WELLSITE 3-15-72-14 W5M
S22756	27-Sep-06	CR	LOC	LOC 062543	TWP 72 RGE 14 W5M SW 15 TWP 72 RGE 14 W5M N 10 TWP 72 RGE 14 W5M W 11	ACCESS ROAD TO 3-15-72-14 W5M
S22858	24-Jan-07	CR	MSL	MSL 065363	TWP 072 RGE 14 W5M SE 04	2-4-72-14 W5M WS
S22859	24-Jan-07	CR	LOC	LOC 064052	TWP 072 RGE 14 W5M S 04	2-4-72-14 W5M AR
S22873	17-Sep-07	FH	SL	WS-07-EP-19	TWP 71 RGE 14 W5M NW 17 TWP 71 RGE 14 W5M NE 17	WS & AR (102/14-17-71-14 W5M00)
S22877	19-Jan-07	FH	SL	EAST PRAIRIE METIS SETTLE	TWP 071 RGE 14 W5M W 33 TWP 072 RGE 14 W5M SE 04	2-4-72-14 W5M AR
S22879	24-Jan-08	FH	SL	WS-08-EP-20	TWP 71 RGE 14 W5M SW 16 TWP 71 RGE 14 W5M SE 17	BREAKER DEVIL 6-16-71-14 W5M
S22881	24-Jan-08	FH	SL	WS-08-EP-21	TWP 71 RGE 14 W5M S 21	BREAKER DEVIL 2-21-71-14 W5M
S22893	15-Jan-07	FH	SL	SA-07-01-01	TWP 71 RGE 14 W5M SE 20 TWP 71 RGE 14 W5M NE 17	16-17-71-14 W5M
S22894	16-Jan-07	FH	SL	WS 01-07-05	TWP 71 RGE 14 W5M SE 8 TWP 71 RGE 14 W5M SW 8 TWP 71 RGE 14 W5M SE 7	8-7-71-14 W5M
S22895	11-Jan-07	FH	SL	WS-01-07-03	TWP 71 RGE 14 W5M NW 16 TWP 71 RGE 14 W5M SW 17 TWP 71 RGE 14 W5M SE 17 TWP 71 RGE 14 W5M SW 16	WS & AR (1000/12-16-71-14 W5M00)
S22899	29-Jan-07	CR	MSL	MSL 070012	TWP 72 RGE 14 W5M SW 22	WELLSITE 4-22-72-14 W5M
S22900	29-Jan-07	CR	LOC	LOC 070007	TWP 72 RGE 14 W5M SW 22 TWP 72 RGE 14 W5M NW 15 TWP 72 RGE 14 W5M SW 15	ACCESS ROAD TO 4-22-72-14 W5M
S22901	16-Feb-07	CR	MSL	MSL 065786	TWP 072 RGE 14 W5M SE 09	8-9-72-14 W5M WS
S22902	16-Feb-07	CR	MSL	MSL 065789	TWP 072 RGE 14 W5M SW 27	6-27-72-14 W5M WS
S22903	16-Feb-07	CR	LOC	LOC 064381	TWP 072 RGE 14 W5M S 27 TWP 071 RGE 14 W5M SW 26	6-27-72-14 W5M AR
S22909	24-Jan-08	FH	SL	WS-08-EP-22	TWP 71 RGE 14 W5M S 8	BREAKER DEVIL 06-08-71-14 W5M
S22915	28-Feb-07	CR	MSL	MSL 070279	TWP 72 RGE 14 W5M SE 16	WELLSITE 7-16-72-14 W5M
S22916	28-Feb-07	CR	LOC	LOC 070218	TWP 72 RGE 14 W5M SE 16 TWP 72 RGE 14 W5M SW 15	ACCESS ROAD TO 7-16-72-14 W5M

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S22917	16-Feb-07	FH	SL	WS-07-EP-14	TWP 71 RGE 14 W5M SW 21 TWP 71 RGE 14 W5M NW 21 TWP 71 RGE 14 W5M NE 21	10-21-71-14 W5M
S22921	16-Jan-07	FH	SL	WS-01-07-04	TWP 71 RGE 14 W5M LSD 9 SEC 16 (BH) TWP 71 RGE 14 W5M SW 21 TWP 71 RGE 14 W5M SE 21 TWP 71 RGE 14 W5M NE 16	9-16-71-14 W5M FROM SURFACE 16-16-71-14 W5M
S22922	30-Jun-08	FH	SL	WS-08-EP-21	TWP 71 RGE 14 W5M SW 16	BREAKER DEVIL 4-16-71-14W5
S22932	18-Jun-07	FH	SL	BP-06-01-01	TWP 71 RGE 14 W5M NW 16	BORROW PIT FOR NW 16-71-14 W5M
S22933	17-Sep-07	FH	SL	WS-07-EP-17	TWP 71 RGE 14 W5M SE 17	WS (100/8-17-71-14 W5M00)
S22934	17-Sep-07	FH	SL	WS-01-EP-18	TWP 71 RGE 14 W5M SW 20	WS & AR (100/3-20-71-14 W5M00)
S22962	20-Feb-08	CR	MSL	MSL 080268	TWP 72 RGE 14 W5M NE 4 TWP 72 RGE 14 W5M NW 3 TWP 72 RGE 14 W5M SW 3 TWP 72 RGE 14 W5M SW 10	BREAKER ENILDA 5-3-72-14 DD FROM 8-4-72-14W5M
S22963	20-Feb-08	CR	LOC	LOC 080160	TWP 72 RGE 14 W5M SE 4 TWP 72 RGE 14 W5M NE 4 TWP 72 RGE 14 W5M SW 3 TWP 72 RGE 14 W5M NW 3 TWP 72 RGE 14 W5M SW 10	5-3-72-14
S22996	15-Jul-08	FH	SL	EAST PRAIRIE	TWP 71 RGE 14 W5M SE 20	BREAKER DEVIL 1-20-71-14 W5M
S23644	20-Jul-16	CR	MSL	MSL 160586	TWP 067 RGE 18 W5M LSD 10 SEC 17	10-17-67-18 W5
S23644-01	20-Jul-16	CR	MSL	LOC 160638	TWP 067 RGE 18 W5M LSD 10 SEC 17	AR TO 10-17-67-18 W5
S23833	1-Jun-16	CR	MSL	MSL 160368	TWP 067 RGE 18 W5M NE&W 07	10-7-67-18 W5M WS
S23834	1-Jun-16	CR	MSL	LOC 160426	TWP 067 RGE 18 W5M NE&W 07	10-7-67-18 W5M AR
S23941	4-Oct-16	CR	LOC	LOC 160821	TWP 067 RGE 18 W5M SE 16	2-16-67-18 W5M AR
S23942	18-Jul-13	CR	MSL	MSL 131321	TWP 069 RGE 09 W5M LSD 9 SEC 10 (BH) TWP 069 RGE 09 W5M LSD 7 SEC 15 (BH) TWP 069 RGE 09 W5M LSD 8 SEC 15 (BH) TWP 069 RGE 09 W5M LSD 2 SEC 10 (BH) TWP 069 RGE 09 W5M LSD 1 SEC 10	PAD SITE SURFACE
S23942-01	21-Jul-13	CR	LOC	LOC 131379	TWP 069 RGE 09 W5M NE 10 TWP 069 RGE 09 W5M SE 10 TWP 069 RGE 09 W5M NE 3 TWP 069 RGE 09 W5M SW 2	ACCESS TO 9/10-10-69-9 W5M
S24046	18-Mar-16	CR	MSL	MSL 160244	TWP 067 RGE 18 W5M NE&W 10	10-10-67-18 W5M WS
S24047	18-Mar-16	CR	MSL	LOC 160288	TWP 067 RGE 18 W5M NE&W 10	10-10-67-18 W5M AR
S24048	4-Mar-16	CR	MSL	MSL 160215	TWP 067 RGE 18 W5M NW 15	12-15-67-18 W5M WS
S24049	4-Mar-16	CR	MSL	LOC 160256	TWP 067 RGE 18 W5M NW 15	12-15-67-18 W5M WS
S24052	15-Mar-16	CR	MSL	MSL 160234	TWP 061 RGE 12 W5M NE 02	16-2-61-12 W5M WS/AR
S24052-01	15-Mar-16	CR	MSL	LOC 160277	TWP 061 RGE 12 W5M NE 02	16-2-61-12 W5M AR
S24053	29-Mar-16	CR	MSL	MSL 160245	TWP 067 RGE 18 W5M NW 18, SW 19	12-18-67-18 W5M WS/AR
S24053-01	29-Mar-16	CR	LOC	LOC 160289	TWP 067 RGE 18 W5M NW 18, SW 19	12-18-67-18 W5M AR
S24054	22-Apr-16	CR	MSL	MSL 160369	TWP 067 RGE 18 W5M N 16, S 21	2-21-67-18 W5M WS
S24055	21-Apr-16	CR	MSL	MSL 160319	TWP 067 RGE 18 W5M SW 22, NW 15	4-22-67-18 W5M WS
S24055-01	21-Apr-16	CR	MSL	LOC 160388	TWP 067 RGE 18 W5M NW 15, SW 22	4-22-67-18 W5M AR
S24056	26-Apr-16	CR	LOC	LOC 160369	TWP 061 RGE 12 W5M NE 16, SE 21, W 22	16-16-61-12 W5M AR
S24058	11-May-16	CR	MSL	MSL 160394	TWP 069 RGE 08 W5M SE 05	2-5-69-8 W5M WS
S24058-01	11-May-16	CR	LOC	LOC 160469	TWP 069 RGE 08 W5M SE 05	2-5-69-8 W5M AR

Schedule 5.1(x)
Environmental

Nil.

Schedule 5.1(z)
Marketing of Production

See Attached.

NOVA Gas Transmission Ltd. - Contracts Billable
Report Generated: 2017-Feb-03 10:24:17 AM
As of Date: 2017-Feb-03
Service Requester: Pengrowth Energy Corporation
Status: Billable
Service Type: All
Location: Multiple
Segment: All
Project Area: All
Delivery Design Area: All

Service Requester	Contract Number	Version	Service Type	Location Number	Location Name	Quantity (10 ³ m ³ /d)	Price Point/Ter	Contract Start		Contract End		Segment	Project Area	Delivery Design Area
								Date	Date	Date	Date			
Pengrowth Energy Corporation (PNRG)	2012517875	3	FT-R	2018	CARSON CREEK	10.0	C	2012-Mar-01	2017-Oct-31	JUDY	PEACE	JUDY	PEACE	
Pengrowth Energy Corporation (PNRG)	2013596816	3	FT-R	2018	CARSON CREEK	5.0	C	2013-Oct-23	2017-Oct-31	JUDY	PEACE	JUDY	PEACE	
Pengrowth Energy Corporation (PNRG)	2014643842	1	FT-R	2018	CARSON CREEK	3.0	A	2014-Oct-23	2017-Oct-31	JUDY	PEACE	JUDY	PEACE	
Pengrowth Energy Corporation (PNRG)	2015705709	2	FT-R	2018	CARSON CREEK	80.0	B	2016-Apr-01	2019-Mar-31	JUDY	PEACE	JUDY	PEACE	
Pengrowth Energy Corporation (PNRG)	2015679122	6	FT-R	2013	KAYBOB	7.0	A	2016-Nov-01	2026-Mar-31	WAEX	PEACE	WAEX	PEACE	
Pengrowth Energy Corporation (PNRG)	2016810103	1	FT-R	2022	JUDY CREEK	2.0	C	2016-Dec-01	2018-Oct-31	JUDY	PEACE	JUDY	PEACE	PEACE
Pengrowth Energy Corporation (PNRG)	2016810101	1	FT-R	2022	JUDY CREEK	1.5	A	2016-Dec-01	2018-Oct-31	JUDY	PEACE	JUDY	PEACE	PEACE
Pengrowth Energy Corporation (PNRG)	2016804762	2	FT-R	2022	JUDY CREEK	8.0	C	2016-Dec-01	2018-Oct-31	JUDY	PEACE	JUDY	PEACE	PEACE
Pengrowth Energy Corporation (PNRG)	2016810100	1	FT-R	2022	JUDY CREEK	4.5	C	2016-Dec-01	2018-Oct-31	JUDY	PEACE	JUDY	PEACE	PEACE
Pengrowth Energy Corporation (PNRG)	2016810099	1	FT-R	2022	JUDY CREEK	5.5	C	2016-Dec-01	2018-Oct-31	JUDY	PEACE	JUDY	PEACE	PEACE

TEMPORARY RECEIPT POINT TRANSFER FORM

PART A – TRANSPORTATION SERVICE AGREEMENT INFORMATION

1. Counterparty (Full Legal Name):	Pengrowth Energy Corporation
2. Name of Agreement:	Transportation Service for Committed Volumes on Pembina's Peace and Northern Pipeline Systems.
3. Date of Agreement (and most recent amending agreement, if applicable):	May 15, 2013
4. Pipeline System:	Peace System
5. Contract Number (FOR PEMBINA INTERNAL USE ONLY):	

PART B – RECEIPT POINT TRANSFER INFORMATION

Please complete the following table using the instructions provided below. The Agreement will be temporarily amended for the Effective Period only the extent necessary to give effect to the modifications set forth in the table below.

Applicable Receipt Points (Name and LSD)	Original Receipt Point Firm Volume (m ³ /day)	Original Receipt Point Base Fee (\$/m ³ 2013)	Petroleum Type	Revised Receipt Point Firm Volume (m ³ /day)	Revised Receipt Point Base Fee (\$/m ³ 2013)	Effective Period for Revised Receipt Point Firm Volume and Base Fee (Max. 1 Year)
CNRL Dunvegan (15-03-081-04)	25	\$14.67	C2+	0	N/A	January 1, 2017 to March 31, 2017
Pengrowth Carson Creek (04-23-061-12W5)	0	N/A	C3+	25	\$17.20 (2017 posted toll less VOF)	January 1, 2017 to March 31, 2017

Capitalized words and phrases not otherwise defined herein shall have the meanings giving to them in the Agreement. The Agreement shall continue in full force and effect and is revised only to the extent necessary to give force and effect to this Temporary Receipt Point Transfer form and only for the Effective Period described above. Following the Effective Period, all Receipt Point Firm Volumes and Base Fees shall revert to those described in the Agreement.

Notes / Instructions: A) "Applicable Receipt Points" means the Receipt Points as defined in the Agreement to or from which volumes are to be transferred. B) "Original Receipt Point Firm Volume" means the Receipt Point Firm Volume as currently set forth in the Agreement. C) "Original Receipt Point Base Fee" means the Base Fee as currently set forth in the Agreement applicable to that Receipt Point. D) "Petroleum Type" means "Type of Petroleum" currently set forth in the Agreement. E) "Revised Receipt Point Firm Volume"



4000, 585 – 8th Avenue S.W., Calgary, Alberta, Canada T2P 1G1 Telephone: (403) 231-7500 Fax: (403) 266-1177

means the revised Receipt Point Firm Volume at that applicable Receipt Point following the temporary volume transfer to be effective using this Form. F) "Revised Receipt Point Base Fee" means the revised Base Fee that will apply to that particular receipt point for the Effective Period. G) "Effective Period for Revised Receipt Point Firm Volume and Base Fee" means the period not exceeding one year for which the revised Receipt Point Firm Volume and Base Fee is applicable.

PEMBINA PIPELINE CORPORATION

PENGROWTH ENERGY CORPORATION

Name:

Title:

Name:

Title:

Name:

Title:

Name:

Title:

Pembina Pipeline Corporation

SCHEDULE "F"
SERVICE AGREEMENTS

<u>File Number</u>	<u>Contract Type</u>	<u>Contract Name</u>
CJ00597	COA	DEER MOUNTAIN AREA - CONTRACT WELL/FACILITIES OPERATING
J00730 Partial Assignment	CASINGHEAD	JUDY CREEK GAS CONSERVATION PLANT - BUYERS (PENGROWTH) Assignment of Pengrowth's interest as Owner / Producer ONLY
J00733 Partial Assignment	CASINGHEAD	JUDY CREEK GAS CONSERVATION PLANT - BUYERS (PENGROWTH) Assignment of Pengrowth's interest as Owner / Producer ONLY
J00806	GASHDLG	CARSON CREEK GGS AND GP - GAS TRANSP'N & PROC'G AGMT (PENNWEST)
J00812	ADMIN	CARSON CREEK PLANT - RECEIPT FACILITY CONNECTION AGMT (ALLIANCE)
J00813 Partial Assignment	CASINGHEAD	CARSON CREEK PLANT - CASINGHEAD GAS PURCHASE CONTRACT (PENGROWTH) Assignment of Pengrowth's interest as Owner / Producer ONLY
J00821	EMULSION	CARSON CRK N BEAVERHILL LK UNIT NO.1
J02411	GASHDLG	DEER MOUNTAIN UNIT #1 - 04-07-069-08W5M COMPRESSOR
J02509	GASHDLG	DEER MOUNTAIN UNIT #1 - GAS HANDLING AGMT (ASPENLEAF)
J02515	GASPURJ	GOOSE RIVER - RAW GAS EXCHANGE AGREEMENT
J02581	EMULSION	DEER MOUNTAIN UNIT #1 -04-07-069-08W5 BATTERY
J02668	GASHDLG	DEER MOUNTAIN GGS - GAS TRANSPORTATION AGREEMENT
J02681	GASHDLG	GOOSE RIVER PIPELINES
J02711	SUPPLY	GOOSE RIVER BTY 10-04-67-18W5 SITE LEASE
J02837	TIE-IN	CARSON CREEK - GAS PIPELINE TIE-IN AGREEMENT (PENGROWTH)
J02838	EMULSION	CARSON CREEK 13-36-061-12W5 SOUR BATTERY
J02839	GASHDLG	CARSON CREEK 04-23-061-12W5M SOUR GAS PLANT
J03110 Partial Assignment	MISCJ	CARSON CREEK 13-36-61-12W5 SURFACE LEASE SHARING AGMT (PENGROWTH) Assignment of Pengrowth's interest as Owner/Producer ONLY
J03174	GASHDLG	SWAN HILLS BEAVERHILL LAKE C POOL UNIT BATTERY - GAS HANDLING AGREEMENT
J03269	GASHDLG	DEER MOUNTAIN / SWAN HILLS GGS - GAS HANDLING AGREEMENT
J03361	EMULSION	CARSON CREEK NORTH BEAVERHILL LAKE UNIT NO. 1 13-36-061-12W5 BATTERY
J04053	GASHDLG	PRAIRIE RIVER 6-24-72-18W5 PLANT (FROM 14-24-71-15W5 BTY)
J04078	EMULSION	LOON 13-29 OIL BATTERY (HARVEST)
J04886	GASHDLG	DEER MOUNTAIN UNIT NO.2 GAS GATHERING SYSTEM
J04887	GASHDLG	ETHEL GAS GATHERING SYSTEM - GAS HANDLING AGMT
J05212	EMULSION	DEER MOUNTAIN BATTERY AT 06-03-069-09W5
J05216	EMULSION	HOUSE MOUNTAIN UNIT #1 GGS AT 14-20-070-11W5
J05228	EMULSION	CARSON CREEK NORTH BEAVERHILL LAKE UNIT NO. 1 - BATTERY 36 13-36-061-12W5M
J05259	GASHDLG	CARSON CREEK 04-23-061-12W5M SOUR GAS PLANT
J05264 Partial Assignment	EMULSION	CARSON CREEK NORTH BEAVERHILL LAKE UNIT NO. 1 - BATTERY 36 13-36-061-12W5M Assignment of Pengrowth's interest as Owner/Producer ONLY

Schedule 5.1(aa)
Swap Agreements

Schedule 5.1(ee)
Investment Banking and Finder's Fees

Maxim Capital - \$2,000,000

National Bank Financial - \$1,031,000

Schedule 5.1(gg)
Tax Liability

Nil.

Schedule 5.1(hh)
Corporate Structure

See Attached.

STRUCTURE AND CAPITILIZATION OF ACCEL ENTITIES



Schedule 5.1(ii)
Shareholders Agreements

Nil.

Schedule 5.1(nn)
Security Documents

- Fixed and Floating Charge Debenture granted by the Borrower.
- Securities Pledge Agreement granted by the Borrower in respect of the shares in the capital of ACCEL Energy Canada Limited and AESC.
- Guarantee of AESC.
- Fixed and Floating Charge Debenture granted by AESC.
- Limited Recourse Guarantee granted by ACCEL Delaware.
- Securities Pledge Agreement granted by ACCEL Delaware in respect of the shares in the capital of the Borrower.
- Guarantees from Individual Guarantors.

Schedule 5.1(qq)(i)
Location of Assets and Business

- (a) all addresses at which each of the Corporate Credit Parties have a chief executive office, head office, registered office and principal place of business:
 - Livingston Place, South Tower, Suite 1400, 222 3rd Avenue SW, Calgary, Alberta T2P 0B4
- (b) all addresses at which each of the Corporate Credit Parties carry on business:
 - Livingston Place, South Tower, Suite 1400, 222 3rd Avenue SW, Calgary, Alberta T2P 0B4
- (c) all addresses at which each of the Corporate Credit Parties store any tangible personal property:
 - c/o Pengrowth Energy Corporation – 2100 222 3rd Ave SW, Calgary, Alberta T2P 0B4
- (d) list of all jurisdictions in which each of the Corporate Credit Parties has any obligors or customers:
 - Alberta

Schedule 5.1(qq)(ii)
Intellectual Property

Nil.

Schedule 5.1(qq)(iii)
Litigation

Nil.

Schedule 5.1(qq)(iv)
Material Agreements

1. All Title and Operating Documents as defined in the Acquisition Agreement.
2. The Existing TEC Credit Agreement and all other documents and security delivered in connection with the Existing TEC Financing.
3. The Capstone Development Agreement and all documents contemplated to be entered into pursuant to the Capstone Development Agreement.
4. The agreements set out in Schedule 5.1(z).

Schedule 5.1(qq)(v)
Credit Parties' Bank Accounts

ATB Financial

Suite 600, 585 8th Avenue SW,

Calgary, AB T2P 1G1

Yat (Leo) Tam, Associate Director, Energy (403.767.4019 or YTam@atb.com)

Stephanie Aiello, Client Service Officer (403.974.6654 or SAiello@atb.com)

ACHL ACCOUNTS (ACTIVATED MAY, 2017)

CAD Account: 760-00804681600

USD Account: 760-00804772300

AESC ACCOUNTS (ACTIVATED MAY, 2017)

CAD Account: 760-00804934300

USD Account: 760-00804766900

Schedule 6.2(a)(iii)
Permitted Debt

Nil.

Schedule 6.2(c)
Permitted Liens

Nil.

Exhibit 1
Form of Notice of Advance
NOTICE OF ADVANCE

●, 2017

TO: **Third Eye Capital Corporation, as Agent**

AND TO: The Lenders

Dear Sirs:

The undersigned, ACCEL Canada Holdings Limited (the **“Borrower”**), refers to the credit agreement dated November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the **“Credit Agreement”**, the terms defined therein being used herein are as therein defined) among the Borrower, the Guarantors, the Lenders and the Agent, and gives you notice pursuant to Section 3.2 of the Credit Agreement that the Borrower requests an Advance under the Credit Agreement, and, in that connection, sets forth below the information relating to the Advance:

1. The date of the Advance, being a Business Day, is ●, 2017 (the **“Proposed Borrowing Date”**).
2. The Facility pursuant to which the Advance is to be made is [Term Loan A Facility][Term Loan B Facility][Revolving Facility].
3. The aggregate amount of the Advance is \$_____, which will be used for the use and purposes set out in Section 2.3 of the Credit Agreement.
4. All of the representations and warranties of each Corporate Credit Party contained in the Credit Agreement and each other Credit Document to which such Corporate Credit Party is a party are true and correct on and as of the date hereof as though made on and as of the date hereof (and will be true and correct on and as of the Proposed Borrowing Date specified above as though made on and as of such date), in any such case, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.
5. All of the covenants of each of the Corporate Credit Parties contained in the Credit Documents to which such Corporate Credit Party is a party have been performed or shall be performed on the date of the Advance, and all of the other conditions precedent to the Advance requested hereby, and all other terms and conditions contained in the Credit Agreement to be complied with by such Corporate Credit Party have been or shall be complied with concurrently with, or immediately following, the funding of the Advance , in each case, fully met or performed.

6. No Default or Event of Default under the Credit Agreement has occurred and is continuing nor will any Default or Event of Default occur as a result of the Advance being requested or the application by the Borrower of the proceeds thereof.

Yours truly,

ACCEL Canada Holdings Limited

By: _____
Authorized Signing Officer

CONFIRMATION TO THE NOTICE OF ADVANCE

By executing this Confirmation, each Credit Party (other than the Borrower), acknowledges and confirms that:

1. All of representations and warranties of such Credit Party contained in the Credit Agreement and each other Credit Document to which such Credit Party is a party are true and correct on and as of the date hereof as though made on and as of the date hereof (and will be true and correct on and as of the Proposed Borrowing Date specified above as though made on and as of such date), in any such case, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.
2. All of the covenants of such Credit Party contained in the Credit Documents to which such party is a party have been performed, and all of the other conditions precedent to the Advance requested hereby, and all other terms and conditions contained in the Credit Agreement to be complied with by such party have been or shall be complied with concurrently with, or immediately following, the funding of the Advance, in each case, fully met or performed.

DATED the _____ day of ●, 2017

Witness

Michael Williams

Witness

Wayne Chodzicki

Witness

Jonathan Schroeder

ACCEL ENERGY LIMITED

By: _____
Authorized Signing Officer

**ACCEL ENERGY SERVICES CANADA
LIMITED**

By: _____
Authorized Signing Officer

Exhibit 2
Form of Compliance Certificate

COMPLIANCE CERTIFICATE

TO: Third Eye Capital Corporation, as Agent

AND TO: The Lenders

RE: Compliance Certificate for the calendar month ended _____
("Statement Date")

The undersigned refers to the credit agreement dated November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the "**Credit Agreement**", the terms defined therein being used herein as as therein defined) among ACCEL Canada Holdings Limited, as borrower (the "**Borrower**"), the Guarantors, the Lenders and the Agent.

I, the undersigned [**Chief Financial Officer**] of the Borrower, certify, without personal liability, to the Agent and the Lenders, that:

1. I have read the provisions of the Credit Agreement which are relevant to this Compliance Certificate and have made or caused to be made such examinations or investigations as are necessary to enable me to express an informed opinion on the matters contained in this Compliance Certificate.
3. The following calculations were true and correct and the Borrower is in compliance with all of the financial covenants set forth in Section 6.3 of the Credit Agreement for the period ended as of the Statement Date:

(a)	Borrowing Base	\$●
(b)	Maximum Net Eligible Debt to EBITDAX Ratio	●:1
(c)	Minimum Working Capital Ratio	●:1

4. As at this date:

- (a) The Swap Termination Value is \$[●].
- (b) No Default or Event of Default has occurred under the Credit Agreement and is continuing;
- (c) Each of the Credit Parties is not in breach of any of the covenants, terms and conditions of the Credit Agreement to be observed or performed by it thereunder;

- (d) The representations and warranties of each of the Credit Parties referred to in Section 5.1 of the Credit Agreement and each other Credit Document to which such Credit Party is a party are true and correct as though made on this date, except to the extent any such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date;
 - (e) The financial information and calculations attached at Schedule I are true and correct in all material respects, as of the dates or for the periods, as applicable, specified on such Schedule; and
 - (f) The financial statements delivered pursuant to Section 6.1(a) of the Credit Agreement for the period ended as of the Statement Date (i) have been prepared in accordance with GAAP in effect on the date of such financial statements consistently applied and the information contained therein is true and correct in all material respects, and (ii) present fairly the results of operations and changes in the financial position of the Corporate Credit Parties as of and to this date. There has been no material change in the financial position of the Corporate Credit Parties since the date of the most recent financial statements delivered pursuant to Section 6.1(a) of the Credit Agreement.
5. **[[No Mandatory Repayment] [A Mandatory Repayment]** in the amount of \$_____ is required pursuant to Section 2.4(3) of the Credit Agreement.]

DATED the _____ day of ●,●.

ACCEL CANADA HOLDINGS LIMITED

By: _____
Authorized Signing Officer

SCHEDULE "I"

Details of Maximum Net Eligible Debt to EBITDAX Ratio

Net Income	\$	(1)
Interest Charges	\$	(2)
Income taxes of the Corporate Credit Parties and their Subsidiaries accrued in accordance with GAAP for such period	\$	(3)
Depreciation Expense	\$	(4)
Unusual or non-recurring non-cash expenses or losses	\$	(5)
Non-cash income included in Net Income	\$	(6)
EBITDAX		
[(1) + (2) + (3) + (4) + (5) + (6)]	\$	
Obligations	\$	(7)
Borrower's consolidated Debt under the Existing TEC Credit Agreement	\$	(8)
Any other Debt	\$	(9)
Any declared or accrued (but unpaid) Distributions of the Corporate Credit Parties	\$	(10)
Any obligations under Swap Agreements	\$	(11)
Discretionary Cash Equivalents of the Borrower on a consolidated basis	\$	(12)
Net Eligible Debt		
[(7) + (8) + (9) + (10) + (11) – (12)]	\$	

Details of Working Capital Ratio

Current Assets determined in accordance with
GAAP (excluding mark-to-market position of
hedges)

\$

Current Liabilities determined in accordance with
GAAP (excluding mark-to-market position of
hedges)

\$

Exhibit 3
Form of Supplemental Agreement

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, dated as of ●, 20● (this “**Supplement**”), by and among ● (the “**Additional Credit Party**”), ACCEL Canada Holdings Limited (the “**Borrower**”), ACCEL Energy Services Canada Limited, ACCEL Energy Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as guarantors, and Third Eye Capital Corporation, as administrative agent (the “**Agent**”).

RECITALS:

WHEREAS, reference is hereby made to the Credit Agreement, dated as of November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the “**Credit Agreement**”, the terms defined therein being used herein as therein defined), among the Borrower, the guarantors signatory thereto from time to time, the lenders signatory thereto from time to time, as lenders (collectively, the “**Lenders**”) and the Agent;

WHEREAS, the Additional Credit Party is a Subsidiary of a Corporate Credit Party;
and

WHEREAS, the Additional Credit Party wishes to become party to the Credit Agreement pursuant to Section 10.3 of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. The Additional Credit Party hereby acknowledges, agrees and confirms that, by its execution of this Supplement, it will be deemed to be a party to the Credit Agreement and a “**Credit Party**” for all purposes to the Credit Agreement, and shall have all of the obligations of a Credit Party thereunder as if it had originally executed the Credit Agreement as such.
2. The Agent hereby acknowledges, agrees and confirms that, by the execution of this Supplement, the Additional Credit Party shall have all of the rights of a Credit Party under the Credit Agreement as if it had originally executed the Credit Agreement as a party thereto.
3. The Additional Credit Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement which are applicable to it, including, without limitation (i) all applicable representations and warranties of the Credit Parties and which are not made as of an earlier date, set forth in Article 5 of the Credit Agreement, as supplemented from time to time in accordance with the terms thereof, and (ii) all covenants of the Credit Parties set forth in Article 6 of the Credit Agreement.

4. Without limiting the generality of the foregoing, the Borrower repeats, to and in favour of the Agent and the Lenders, the representations and warranties set forth in Article 5 of the Credit Agreement applicable to the Additional Credit Party, and not made as of an earlier date, and the Borrower acknowledges and confirms that the Agent and Lenders are relying upon such representations and warranties and that they are true and correct as of the date hereof with the same force and effect as if made at and as of the date hereof, including the information required to be updated in the schedules to the Credit Agreement with respect to the Additional Credit Party, which is attached hereto in Schedule A.
5. The Additional Credit Party acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto.
6. The Borrower and the current Credit Parties confirm that all of their obligations under the Credit Agreement are, and upon the Additional Credit Party becoming a party, shall continue to be, in full force and effect. The Additional Credit Party hereby agrees that upon becoming a Credit Party, it will assume from and after the date hereof all applicable obligations arising from and after the date hereof of a Credit Party as set forth in the Credit Agreement and shall deliver or cause to be delivered all applicable Credit Documents required to be delivered by the Credit Party, together with any legal opinions and other documents reasonably requested by Agent in connection with this Supplement.
7. This Supplement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.
8. This Supplement and the Credit Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
9. This Supplement shall be deemed to be a Credit Document.
10. This Supplement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
11. Any provision of this Supplement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
12. This Supplement may be executed in counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Supplement. This Supplement may be executed by facsimile or email PDF, and any

signature contained hereon by facsimile or email PDF shall be deemed to be equivalent to an original signature for all purposes.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Supplemental Agreement as of the date first written above.

**ACCEL CANADA HOLDINGS
LIMITED**

By: _____
Name:
Title:

**ACCEL ENERGY SERVICES CANADA
LIMITED**

By: _____
Name:
Title:

ACCEL ENERGY LIMITED

By: _____
Name:
Title:

Witness

MICHAEL WILLIAMS

Witness

WAYNE CHODZICKI

Witness

JONATHAN SCHROEDER

[NEW CREDIT PARTY]

By: _____

Name:

Title:

By: _____

Name:

Title:

THIRD EYE CAPITAL CORPORATION,
as Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A

Credit Agreement Schedule Required Updates

[To be completed by the Borrower and Additional Credit Party]

Exhibit 4
Form of Assignment and Assumption

ASSIGNMENT AND ASSUMPTION

Assignment and Assumption dated as of ●, 20● between ● (the “**Assignor**”) and ● (the “**Assignee**”).

Reference is made to the credit agreement dated as of as of November 3, 2017 (as the same may be amended, supplemented, modified or replaced from time to time, the “**Credit Agreement**”), between ACCEL Canada Holdings Limited, as borrower, the guarantors listed on the signature pages thereto, as guarantors, the lenders listed on the signature pages thereto, as lenders, and Third Eye Capital Corporation, as administrative agent for the Lenders (the “**Administrative Agent**”). Terms defined in the Credit Agreement are used herein as therein defined.

The Assignor and the Assignee agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, a ●% interest (in the amount of \$●) in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the Effective Date (as defined below) (including such percentage interest in the Assignor’s Commitment as in effect on the Effective Date, the credit extended by the Assignor under the [Term Loan A Facility][Term Loan B Facility][Revolving Facility][Facilities] and outstanding on the Effective Date and the corresponding rights and obligations of the Assignor under all of the Credit Documents).
2. The Assignor (i) represents and warrants that as of the date hereof its Lender’s Commitment with respect to the [Term Loan A Facility][Term Loan B Facility][Revolving Facility][Facilities] is \$● (without giving effect to the assignment contemplated hereby), and the aggregate outstanding amount of credit extended by it under the [Term Loan A Facility][Term Loan B Facility][Revolving Facility][Facilities] is \$● (without giving effect to the assignment contemplated hereby); (ii) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (iii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto; (iv) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any of the Credit Parties or the performance or observance by the Credit Parties of any of their obligations under the Credit Documents or any other instrument or document furnished pursuant thereto; and (v) gives notice to the Administrative Agent of the assignment to the Assignee hereunder.
3. The effective date of this Assignment (the “**Effective Date**”) shall be the later of ● and the date on which (i) a copy of a fully executed copy of this Assignment has been delivered to the Administrative Agent in accordance with Section 10.8(5) of the Credit

Agreement, (ii) the consent of the Administrative Agent has been obtained to the assignment hereunder, and (iii) the Assignee has paid to the Assignor all amounts due to the Assignor in connection with the assignment hereunder.

4. The Assignee hereby agrees to the Lender's Commitment of \$● with respect to the [Term Loan A Facility][Term Loan B Facility][Revolving Facility][Facilities] and to the address and facsimile number set out after its name on the signature page hereof for the purpose of notices as provided in Section 10.5 of the Credit Agreement.
5. After giving effect to the assignment and assumption set forth herein, the Lender's Commitment of the Assignor will be \$●.
6. With effect on and after the Effective Date, the Assignee shall be a party to the Credit Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a Lender under the Credit Agreement. The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
7. As of the Effective Date (i) the Assignee shall, in addition to any rights and obligations under the Credit Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Credit Documents that have been assigned to it pursuant to this Assignment and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Credit Documents to the extent the same have been assigned to the Assignee hereunder.
8. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Documents for periods prior to the Effective Date directly between themselves.
9. This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Assignment and Assumption as of the date first written above.

[ASSIGNOR]

By: _____
Authorized Signing Officer

[ASSIGNEE]

By: _____
Authorized Signing Officer

Acknowledged and agreed to as of this _____ day of _____, 20____.

THIRD EYE CAPITAL CORPORATION, as
Administrative Agent

By: _____
Authorized Signing Officer

Exhibit 5
Oil and Gas Ownership Certificate

OIL AND GAS OWNERSHIP CERTIFICATE OF
ACCEL CANADA HOLDINGS LIMITED

TO: Third Eye Capital Corporation ("**TEC**"), in its capacity as agent under the Credit Agreement (as defined below) (the "**Agent**")

RE: Credit Agreement dated November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the "**Credit Agreement**", the terms defined therein being used herein as therein defined), among ACCEL Canada Holdings Limited, as borrower (the "**Borrower**"), the guarantors signatory thereto from time to time, the lenders signatory thereto from time to time, as lenders (collectively, the "**Lenders**") and the Agent

This certificate is delivered pursuant to Section 4.1(a)(xiii) of the Credit Agreement.

The undersigned, Michael Williams, being the President and Chief Executive Officer of the Borrower hereby certifies for and on behalf of the Borrower, and not in any personal capacity and without assuming any personal liability whatsoever, as follows:

1. I have made or caused to be made due inquiries and review of all documents, correspondence and other materials (the "**Title Enquiries**") relating to the P&NG Rights and lands or interests in lands (the "**Lands**") described in the mineral property report dated as of ●, 2017 on certain properties (the "**Engineering Report**") to be acquired by the Borrower pursuant to the Acquisition Agreement.
2. Based upon the Title Enquiries, I have no knowledge, information or belief that there exists any provision in any agreement, contract or document pertaining to the Lands which prevents the Borrower from providing a Lien over such Lands to the Agent, for its own benefit and on behalf of the Lenders, or which would prevent the Agent from enforcing and realizing on such security in the event of a default thereunder other than the requirement to obtain the consent and/or waiver of a right of first refusal in the event of the sale of the Lands on the realization and enforcement of such security.
3. Based upon the Title Enquiries, to the best of my knowledge, information and belief, the Borrower is, effective the date hereof, or will be, effective the Closing Date as that term is defined in the Acquisition Agreement, possessed of and is the beneficial owner of the respective working, royalty and other interests set forth in the Engineering Report with respect to the Lands, subject to any Permitted Liens and to minor defects of title which in the aggregate do not affect their rights of ownership therein or the value thereof in any way which would reasonably expected to have a Material Adverse Effect or to which the Lenders have consented in writing.

4. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, there is no default (by the Borrower or for which the Borrower is liable, including, without limitation, by any operation of the Lands) of payment of royalties in connection with the Lands which have accrued due by reason of production since any royalty payment dates, as prescribed by statute or agreement, immediately preceding the date of this certificate which could reasonably be expected to have a Material Adverse Effect and neither the Borrower nor any Person on behalf of the Borrower (including, without limitation, any operator of the Lands) has received notice of default of any obligation imposed on it by any farm-out, operating agreement or any other contract or agreement in respect of the Lands which, in any case, could reasonably be expected to have a Material Adverse Effect and, to the best of my knowledge, information and belief, based on the due and reasonable enquiries, there is no default of any such obligation which could reasonably be expected to have a Material Adverse Effect.
5. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, neither the Borrower nor any Person on behalf of the Borrower (including, without limitation, any operator of the Lands) has received notice of any claim adverse to the Borrower's working, royalty and other interests in the Lands which if successfully asserted would reasonably be expected to have a Material Adverse Effect and there are no Liens or adverse claims, other than the Permitted Liens, which affect the title of the Borrower to its respective interests in the Lands which in any way could reasonably be expected to have a Material Adverse Effect.
6. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, there are at present no outstanding unfulfilled obligations being enforced under any lease or contract pertaining to the Lands which could reasonably be expected to have a Material Adverse Effect and the Borrower's working, royalty and other interests in the Lands are not subject to any contractual obligations or conditions which are reasonably expected to result in the diminishment or forfeiture of those working, royalty and other interests, except those which are not prohibited by the Credit Agreement or which are accounted for in the Engineering Report.
7. To the best of my knowledge, information and belief, based on the due and reasonable enquiries, all of the working, royalty and other interests of the Borrower in respect of petroleum and natural gas rights described in the Engineering Report are accurately reflected in the Engineering Report in all material respects.
8. Capitalized words and phrases used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.

[Signature page follows]

THIS CERTIFICATE executed at Calgary, Alberta effective the ____ day of _____, 2017.

ACCEL CANADA HOLDINGS LIMITED

Per: _____

Name: Michael Williams

Title: President and Chief Executive Officer

Exhibit 6
Environmental Certificate

**ENVIRONMENTAL CERTIFICATE OF
ACCEL CANADA HOLDINGS LIMITED**

TO: Third Eye Capital Corporation (“TEC”), in its capacity as agent under the Credit Agreement (as defined below) (the “Agent”)

RE: Credit Agreement dated November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the “Credit Agreement”, the terms defined therein being used herein as therein defined), among ACCEL Canada Holdings Limited, as borrower (the “Borrower”), the guarantors signatory thereto from time to time, the lenders signatory thereto from time to time, as lenders (collectively, the “Lenders”) and the Agent

This certificate is delivered pursuant to Section 4.1(a)(xiv) of the Credit Agreement.

I, Michael Williams, am the duly appointed President and Chief Executive Officer of the Borrower, and hereby certify for and on behalf of the Borrower and not in my personal capacity and without assuming any personal liability whatsoever, as follows:

1. The following certifications are made to the best of my knowledge after due enquiry. My due enquiry has been limited to discussions and correspondence with responsible officers and staff of the Borrower to confirm that the internal environmental reporting and response procedures of the Borrower have been followed in all material respects as they relate to the certifications made herein and that the matters herein set forth are true and correct, and that matters reported on by such officers and staff are true and correct.
2. The following certifications in paragraphs 3 through 8 are qualified as to (i) the matters, if any, disclosed in Exhibit 1 hereto, and (ii) any breach of, or failure to comply with, any Environmental Laws, provided that the breach or failure to comply has not had, or could not reasonably be expected to have (whether on an individual or cumulative basis), a Material Adverse Effect.
3. The property to be acquired by the Borrower under the Acquisition Agreement is owned, leased, managed, controlled or operated, in compliance with Environmental Laws.
4. There are no existing, pending or threatened (by written notice):
 - (a) claims, complaints, notices or requests for information received from an Governmental Authority by the Borrower, or of which any of the Borrower is otherwise aware, with respect to any alleged violation of or alleged liability under any Environmental Laws by the Borrower; or

- (b) stop, cleanup or preventative orders, direction or action requests, notice of which has been received from an Governmental Authority by the Borrower or of which the Borrower is otherwise aware, relating to the Environment which as a result thereof, requires any work, repair, remediation, cleanup, construction or capital expenditure with respect to any property owned, leased, managed, controlled or operated by the Borrower. In this certificate, “**Environment**” means all components of the earth, including all layers of the atmosphere, air, land (including all underground spaces and cavities and all lands submerged under water), soil, water (including surface and underground water), organic and inorganic matter and living organisms, and the interacting natural systems that include the components referred to in this definition.
5. Except in compliance with Environmental Laws, no Contaminant has been received, handled, used, stored, treated or shipped at or from, and there has been no discharge or Release of a Contaminant at, on, from or under any property owned, leased, managed, controlled or operated by the Borrower. In this certificate, “**Release**” includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.
6. None of the lands and facilities owned, leased, managed, controlled or operated by the Borrower, have been used as a land fill site or, except in compliance with Environmental Laws, as a waste disposal site.
7. No condition exists, at, on or under any of the premises or facilities owned, leased, managed, controlled or operated by the Borrower, which with the passage of time, or the giving of notice or both, has given rise to or could reasonably be expected to give rise to a violation or liability under any Environmental Laws.
8. The Borrower has obtained all permits, licenses and other authorizations (collectively the “Permits”) which are required under Environmental Laws and are in compliance with all terms and conditions of all Permits and each of the Permits is in full force and effect and unrevoked as of the date of this Certificate.
9. The Borrower is not aware of any matter affecting the Environment which has had or could reasonably be expected to have a Material Adverse Effect.

The undersigned officer acknowledges that the Agent and the Lenders are relying on this certificate in connection with Advance made under the Credit Agreement.

Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

[Signature page follows]

Dated at Calgary, Alberta this ____ day of _____, 2017.

ACCEL CANADA HOLDINGS LIMITED

Per: _____

Name: Michael Williams

Title: President and Chief Executive Officer

Exhibit 1 to the Environmental Certificate

Exhibit 7
Extension Request
EXTENSION REQUEST

[Date]

TO: Third Eye Capital Corporation, as Administrative Agent

AND TO: The Lenders (as defined below)

Dear Sirs:

Reference is made to the credit agreement dated November 3, 2017 (as amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the **"Credit Agreement"**, the terms defined therein being used herein as therein defined) among ACCEL Canada Holdings Limited, as borrower, guarantors signatory thereto from time to time, the lenders signatory thereto from time to time, as lenders (collectively, the **"Lenders"**) and Third Eye Capital Corporation, in its capacity as agent under the (the **"Agent"**).

The undersigned hereby requests, pursuant to Section 2.7 of the Credit Agreement and upon payment of the Extension Fee, to extend the current **[Revolving Facility Maturity Date][Term Loan A Facility Maturity Date]** to ● **[insert date that is one year after the current Maturity Date]**.

Yours truly,

ACCEL CANADA HOLDINGS LIMITED

By: _____
Authorized Signing Officer

AMENDMENT TO CREDIT AGREEMENT

This Amendment to Credit Agreement is effective as of March 9, 2018 (the "Amendment") between ACCEL Canada Holdings Limited, as the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as Guarantors and Third Eye Capital Corporation, in its capacity as the Agent.

RECITALS:

- (a) Third Eye Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") and the financial institutions and other lenders party thereto from time to time (collectively, the "Lenders") have made certain credit facilities available to ACCEL Canada Holdings Limited (the "Borrower") upon the terms and conditions contained in a credit agreement among the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder (collectively, the "Guarantors"), the Agent and the Lenders dated November 3, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");
- (b) Each of the Guarantors has guaranteed certain obligations of the Borrower to the Agent and the Lenders pursuant to, and as more particularly described in guarantees dated November 3, 2017 (with respect to each Guarantor, its "Guarantee");
- (c) The Borrower has submitted a Notice of Advance under the Revolving Facility on the date hereof requesting an Advance under the Revolving Facility of \$5,700,000 (the "March 2018 Advance"), and has requested that the Agent amend or waive certain requirements of the Credit Agreement (all in accordance with Section 10.1 thereof); and
- (d) The Agent has agreed to such amendments and waivers on the terms and conditions contained herein.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Interpretation.

- (1) Undefined capitalized terms used in this Amendment have the meanings given to them in the Credit Agreement.
- (2) The division of this Amendment into sections and other subdivisions and the insertion of headings are for convenience only and do not affect its interpretation.

- (3) Any reference to any Credit Document in this Amendment refers to such Credit Document as the same may have been amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 2 Swap Violation Waiver

- (1) The Swap Termination Value exceeds, and has exceeded, \$1,000,000 (the "Swap Violation"), which, if not for the provision of the waiver herein below by the Agent, would constitute an Event of Default under Section 8.1(h) of the Credit Agreement.
- (2) Subject to the terms of this Amendment, the Agent hereby waives the Swap Violation (the "Swap Violation Waiver") from the date immediately prior to the date on which the Swap Violation first became an Event of Default and ending twelve (12) business days following the date of this Amendment (the "Waiver Period") and agrees, with respect to the Swap Violation Waiver, not to invoke its discretion under Section 2.5(5) of the Credit Agreement to apply the Default Rate to the aggregate of the Obligations during the Waiver Period. For greater clarity, the Swap Violation Waiver shall not apply, and the Borrower shall not have the benefit of such waiver or other commitments herein above, following the Waiver Period.

Section 3 Borrowing Base Shortfall

The Borrower acknowledges that the March 2018 Advance under the Revolving Facility which is requested by the Borrower pursuant to the Notice of Advance submitted by it on the date hereof shall cause a Borrowing Base Shortfall.

Section 4 Interest on March 2018 Advance.

Notwithstanding any provision of the Credit Agreement to the contrary, including without limitation, Section 2.5(1), the March 2018 Advance shall bear interest on the unpaid principal amount thereof (including, to the extent permitted by Applicable Law, on interest thereon not paid when due) during the Waiver Period, equal to 20.45%.

Section 5 Repayment of March 2018 Advance.

Notwithstanding any provision of the Credit Agreement to the contrary, including without limitation, Section 2.4(1), the Borrower shall be required, prior to expiration of the Waiver Period, to either:

- (a) reduce the Swap Termination Value below \$1,000,000 by: (i) amending the "Strike Price per Unit" of those financial derivatives entered into between BP Canada Energy ULC and the Borrower on November 3, 2017, or (ii) otherwise as agreed to by the Agent, and in either case providing evidence satisfactory to the Agent in its sole discretion of such reduction in the Swap Termination Value; or
- (b) repay in full the March 2018 Advance and all interest accrued thereon.

Each Credit Party acknowledges that the failure to comply with either (a) or (b) above by the expiration of the Waiver Period shall constitute an Event of Default under the Credit Agreement and that the Agent and Lenders reserve all rights with respect thereto, including

without limitation to thereafter apply the Default Rate to any Obligations then outstanding (including without limitation, the March 2018 Advance) under the Credit Agreement.

Section 6 Scope of Amendment.

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Credit Agreement.

Section 7 Representations, Warranties and Covenants.

To induce the Agent to enter into this Amendment, each Credit Party represents, warrants and covenants to the Agent and the Lenders as follows, which representations, warranties and covenants shall survive the execution and delivery hereof:

- (a) all necessary action has been taken to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered by each Credit Party and constitutes a legal, valid and binding obligation of each Credit Party enforceable against it in accordance with its terms;
- (b) the execution and delivery by each Credit Party and the performance by it of its obligations under this Amendment will not conflict with or result in a breach of any of the terms or conditions of its constituting documents or by-laws, any Applicable Law or any contractual restriction binding on or affecting it or its Assets;
- (c) except as disclosed to the Agent, each of the representations and warranties contained in Article 5 of the Credit Agreement and in any other Credit Document are true and correct on the date hereof as if they were made on such date except for any representation and warranty which is stated to be made only as of a certain date (and then as of such date);
- (d) except as specifically disclosed in Section 2 and 3 of this Amendment, No Default or Event of Default exists;
- (e) the waiver contained in Section 2 of this Amendment applies only to the Swap Violation during the Waiver Period and nothing contained in this Amendment or any other communication between the Agent, the Lenders and the Borrower (or any other Credit Party) shall be a waiver of any present or future violation, Default or Event of Default under the Credit Agreement or other Credit Document (collectively, "Other Violations"). Similarly, nothing contained in this Amendment shall directly or indirectly in any way whatsoever either: (i) impair, prejudice or otherwise adversely affect the Agent's or the Lenders' rights at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Credit Document with respect to any Other Violations (including, without limiting the generality of the foregoing, in respect of the non-conformity with or of any representation, warranty or covenant contained in any Credit

Documents), (ii) amend or alter any provision of the Credit Agreement or any other Credit Document or any other contract or instrument, or (iii) constitute any course of dealing or other basis for altering any obligation of Borrower or any other Credit Party under the Credit Documents or any right, privilege or remedy of the Agent or the Lenders under the Credit Agreement or any other Credit Document or any other contract or instrument with respect to Other Violations. Nothing in this Amendment shall be construed to be a consent by a Lender to any Other Violations.

- (f) the Credit Agreement, as amended pursuant hereto, and each of the other Credit Documents to which any Credit Party is a party remains in full force and effect, unamended, and is enforceable against such Credit Party, in accordance with its terms. Each Guarantee continues to guarantee all debts, liabilities and obligations described therein at any time or from time to time due or accruing due and owing by the Borrower to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, and the Liens and Security granted by any Credit Party in favour of the Agent continue to secure all debts, liabilities and obligations at any time or from time to time due or accruing due and owing by such Credit Party to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, its Guarantee (as applicable) and the other Credit Documents to which it is party; and
- (g) this Amendment constitutes a "Credit Document" for purposes of the Credit Agreement.

Section 8 Effectiveness and Fee.

This Amendment shall become effective upon the following conditions precedent being satisfied (the date of satisfaction of such conditions being referred to herein as the "Effective Date"):

- (a) duly executed signature pages for this Amendment signed by the Borrower, the other Credit Parties and the Agent shall have been delivered to the Agent;
- (b) the Borrower shall have submitted the Notice of Advance, duly completed, with respect to the March 2018 Advance under the Revolving Facility;
- (c) the representations and warranties contained herein shall be true and correct; and
- (d) the Borrower shall have paid to the Agent in full all fees and expenses then due and payable to the Agent and/or the Lenders, including an amendment fee of \$200,000, which shall be non-refundable and fully earned as of the date hereof.

Section 9 Reference to and Effect on the Credit Agreement.

- (1) Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit

Documents and any and all other agreements, documents and instruments delivered by any of the Lenders, the Agent, the Borrower or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. The Credit Agreement remains in full force and effect.

- (2) Except to the extent expressly set forth herein, (a) the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall not directly or indirectly (i) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or any right, power or remedy of the Agent or any Lender thereunder; or (ii) constitute a course of dealing or other basis for altering any obligations or any other contract or instrument; and (b) the Agent and the Lenders reserve all of their respective rights, powers and remedies under the Credit Agreement, the other Credit Documents and Applicable Law.

Section 10 Governing Law.

This Amendment is governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

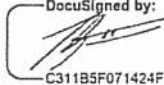
Section 11 Counterparts.

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.


[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Amendment.

ACCEL CANADA HOLDINGS
LIMITED, as Borrower

By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

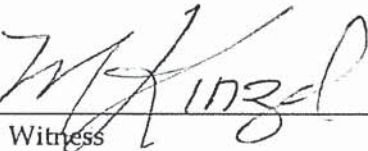
ACCEL ENERGY LIMITED,
as a Guarantor

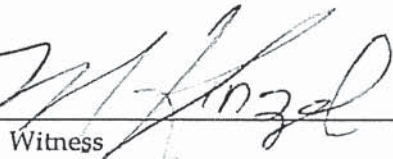
By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor

By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

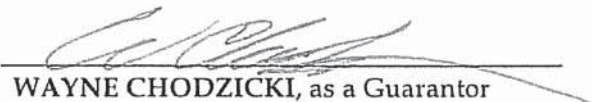
Witness

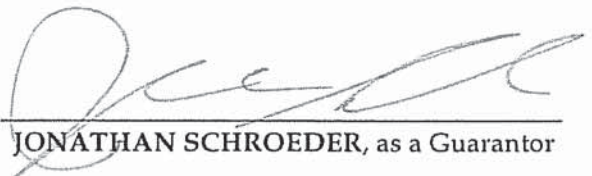

Witness


Witness


C311B5F071424FE...

MICHAEL WILLIAMS, as a Guarantor


WAYNE CHODZICKI, as a Guarantor


JONATHAN SCHROEDER, as a Guarantor

ACCEPTED AND AGREED as of the date
first above written.

THIRD EYE CAPITAL CORPORATION,
as Agent

By: 

Name: Arif N. Bhalwani

Title: Managing Director

AMENDMENT NO. 2 TO CREDIT AGREEMENT

This Amendment No. 2 to Credit Agreement is effective as of June 19, 2018 (the "**Amendment**") between ACCEL Canada Holdings Limited, as the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as Guarantors and Third Eye Capital Corporation, in its capacity as the Agent.

RECITALS:

- (a) Third Eye Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") and the financial institutions and other lenders party thereto from time to time (collectively, the "**Lenders**") have made certain credit facilities available to ACCEL Canada Holdings Limited (the "**Borrower**") upon the terms and conditions contained in a credit agreement among the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder (collectively, the "**Guarantors**"), the Agent and the Lenders dated November 3, 2017, as amended March 9, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");
- (b) Each of the Guarantors has guaranteed certain obligations of the Borrower to the Agent and the Lenders pursuant to, and as more particularly described in guarantees dated November 3, 2017 (with respect to each Guarantor, its "**Guarantee**");
- (c) The Borrower has requested that the Agent and Lenders provide additional financing, pursuant to a new term loan facility in order to provide interim financing for the Borrower to fund the deposit required pursuant to that asset purchase and sale agreement dated May 10, 2018 ("**Redwater Sale Agreement**") between the Borrower and ARC Resources Ltd. in connection with the purchase by the Borrower of the Assets (the "**Redwater Assets**") defined in the Sale Agreement (the "**Redwater Transaction**") and to fund certain of the Borrower's working capital requirements;
- (d) The Borrower has also requested that the Agent amend or waive certain requirements of the Credit Agreement (all in accordance with Section 10.1 thereof); and
- (e) The Agent and Lenders have agreed to such amendments and waivers on the terms and conditions contained herein.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Interpretation.

- (1) Undefined capitalized terms used in this Amendment have the meanings given to them in the Credit Agreement.
- (2) The division of this Amendment into sections and other subdivisions and the insertion of headings are for convenience only and do not affect its interpretation.
- (3) Any reference to any Credit Document in this Amendment refers to such Credit Document as the same may have been amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 2 Definitions

The following definitions in Section 1.1 of the Credit Agreement are hereby added to Section 1.1 or alternatively the existing definitions are deleted and replaced with the following:

"Amendment No. 2" means that Amendment No. 2 to Credit Agreement dated June 19, 2018.

"Applicable Rate" with respect to the Revolving Facility means the Revolving Facility Rate, with respect to the Term Loan A Facility means the Term Loan A Facility Rate, with respect to the Term Loan B Facility means the Term Loan B Facility Rate and with respect to the Term Loan C Facility means the Term Loan C Facility Rate.

"Commitments" means, collectively, the Revolving Commitment, the Term Loan A Commitment, the Term Loan B Commitment and the Term Loan C Commitment, as the same may be reduced or redetermined, as applicable, pursuant this Agreement.

"Facilities" means, collectively, the Revolving Facility, the Term Loan A Facility, the Term Loan B Facility and the Term Loan C Facility, in each case made available to the Borrower under and in accordance with this Agreement; and **"Facility"** means any one or more of the Facilities, as applicable.

"Financial Quarter" means a period of three consecutive months in each Financial Year ending, with respect to any Financial Quarter ending on or prior to June 30, 2018, on March 31, June 30, September 30 and December 31 of such year, and, with respect to any Financial Quarter ending after June 30, 2018, on September 30, December 31, March 31 and June 30 of such Financial Year.

"Financial Year" means, in relation to the Borrower, its financial year commencing on January 1 of each calendar year and ending on December 31 of such year, and beginning on June 30, 2018 means, its financial year commencing on July 1 of each calendar year and ending on June 30 of the following calendar year.

"Lenders" mean, collectively, the lenders set forth on the signature pages of this Agreement, and any Person who may become a Lender under this Agreement in accordance with Section 10.8; provided that with respect to Term Loan C Facility, **"Lenders"** shall refer to the Term Loan C Lenders only.

"Maturity Date" means, in respect of:

- (a) the Revolving Facility, the Revolving Facility Maturity Date;
- (b) the Term Loan A Facility, the Term Loan A Facility Maturity Date;
- (c) the Term Loan B Facility, the Term Loan B Facility Maturity Date; and
- (d) the Term Loan C Facility, the Term Loan C Facility Maturity Date.

"Redwater Assets" has the meaning ascribed thereto in the recitals to Amendment No. 2.

"Redwater Sale Agreement" has the meaning ascribed thereto in the recitals to Amendment No. 2.

"Redwater Transaction" has the meaning ascribed thereto in the recitals to Amendment No. 2.

"Term Loan C Commitment" means: (a) \$8,000,000, as such amount may be reduced pursuant to Article 2; or (b) with respect to a Lender, the relevant amount designated as such opposite such Lender's name on the signature pages to Amendment No. 2 (or as assigned to it pursuant to Section 10.8) with respect to the Term Loan C Facility.

"Term Loan C Facility" means the credit facility in the maximum amount of the Term Loan C Commitment to be made available hereunder to the Borrower by the Term Loan C Lenders in accordance with the provisions hereof.

"Term Loan C Facility Fees" has the meaning ascribed thereto in Amendment No. 2.

"Term Loan C Facility Maturity Date" means the earliest of: (i) July 31, 2018, and (ii) the date on which the Redwater Transaction is completed as determined by the Agent.

"Term Loan C Facility Rate" means fifteen percent (15%) per annum, which the Credit Parties acknowledge will be prepaid in advance on the date of the Amendment No. 2.

"Term Loan C Lenders" means Third Eye Capital Alternative Credit Trust and Ninepoint-TEC Private Credit Fund.

Section 3 Article 2 - CREDIT FACILITIES

(1) **Section 2.2 (*Commitments and Facility Limits*) of the Credit Agreement is hereby deleted and replaced with the following:**

(1) The Advances Outstanding to all Lenders:

- (a) under the Revolving Facility shall not at any time exceed the lesser of (i) Revolving Commitment and (ii) the Borrowing Base. The rateable portion of the Advances Outstanding to each Lender under the Revolving Facility shall not at any time exceed the lesser of (i) such Lender's rateable portion of the Revolving Commitment and (ii) such Lender's rateable portion of the Borrowing Base;

(b) under the Term Loan A Facility shall not at any time exceed the Term Loan A Commitment. The rateable portion of the Advances Outstanding to each Lender under the Term Loan A Facility shall not at any time exceed such Lender's rateable portion of the Term Loan A Commitment;

(c) under the Term Loan B Facility shall not at any time exceed the Term Loan B Commitment. The rateable portion of the Advances Outstanding to each Lender under the Term Loan B Facility shall not at any time exceed such Lender's rateable portion of the Term Loan B Commitment; and

(d) under the Term Loan C Facility shall not at any time exceed the Term Loan C Commitment. The rateable portion of the Advances Outstanding to each Lender under the Term Loan C Facility shall not at any time exceed such Lender's rateable portion of the Term Loan C Commitment.

(2) Until the Revolving Facility Maturity Date, the Borrower may borrow, repay and reborrow Advances under the Revolving Facility, subject to Section 2.1(2). The Term Loan A Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Loan A Facility cannot be re-borrowed and reduces the Term Loan A Commitment (and each Lender's Term Loan A Commitment, rateably) by the amount repaid or prepaid, as the case may be. The Term Loan B Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Loan B Facility cannot be re-borrowed and reduces the Term Loan B Commitment (and each Lender's Term Loan B Commitment, rateably) by the amount repaid or prepaid, as the case may be. The Term Loan C Facility does not revolve and any amount repaid or prepaid, as the case may be, under the Term Loan C Facility cannot be re-borrowed and reduces the Term Loan C Commitment (and each Lender's Term Loan C Commitment, rateably) by the amount repaid or prepaid, as the case may be."

(2) Section 2.3 (*Use of Proceeds*) of the Credit Agreement is hereby deleted and replaced with the following:

"The Borrower shall use the proceeds of the initial Advances solely for the purpose of funding a portion of the Purchase Price for the Acquisition of the Swan Hill Assets pursuant to and in accordance with the Acquisition Agreement.

The Borrower shall use the proceeds of the Advances under Term Loan C Facility solely for the purpose of funding the deposit required by the vendor pursuant to the Redwater Sale Agreement with respect to the Redwater Transaction, to pay certain Fees described in Amendment No. 2, to prepay certain non-refundable interest which will accrue from the date of the Amendment No. 2 to July 31, 2018 in the amount of \$138,082.19 and for working capital purposes approved by the Agent in its sole discretion."

For clarity, no proceeds may be used to repay any existing Debt obligations of any Credit Party or Affiliate thereof."

- (3) **Section 2.4(3) (*Mandatory Repayments*) of the Credit Agreement is amended by adding the following paragraph (e):**

"(e) 100% of any amounts received from ARC Resources Ltd. which constitute a return of the deposit made pursuant to the Redwater Sale Agreement, and such amounts shall be used to repay the principal and other Obligations outstanding under the Term Loan C Facility."

- (4) **Section 2.11 (*Application of Payments and Prepayments*) of the Credit Agreement is hereby deleted and replaced with the following:**

"All amounts received by the Agent from or on behalf of the Borrower and not previously applied pursuant to this Agreement shall be applied by the Agent as follows: (a) first, in reduction of the Borrower's obligation to pay any unpaid expense reimbursements and Fees (in that order) which are due and owing, (b) second, in reduction of the Borrower's obligation to pay interest on the Term Loan C Facility, the Term Loan B Facility, the Term Loan A Facility and the Revolving Facility, in that order, (c) third, in reduction of the Borrower's obligation to pay any claims or losses referred to in Section 10.6, (d) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of the Advance which is due and owing under the Term Loan C Facility, (e) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of the Advance which is due and owing under the Term Loan B Facility, (f) fifth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of the Advance which is due and owing under the Term Loan A Facility, (g) sixth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of any unpaid principal amount of any Advance which is due and owing under the Revolving Facility, (h) seventh, in reduction of any other obligation of the Borrower under this Agreement and the other Credit Documents, and (i) eighth, to the Borrower or such other Persons as may lawfully be entitled to or directed to receive the remainder. The Agent may vary the foregoing order without the consent of the Borrower."

Section 4 Article 3 - ADVANCES AND SECURITY

- (1) **Subsection 3.1(1) (*Advances*) of the Credit Agreement is hereby deleted and replaced with the following:**

"(1) Each Lender severally agrees, and with respect to (iii) below only, each Term Loan C Lender severally agrees, on the terms and conditions of this Agreement, to make Advances to the Borrower (i) under Term Loan A Facility, on the Closing Date, (ii) under Term Loan B Facility, on the Closing Date, (iii) under Term Loan C Facility, on the date of Amendment No. 2, and (iv) under

the Revolving Facility, from time to time on any Business Day prior to the Revolving Facility Maturity Date.”

Section 5 Article 8 – EVENTS OF DEFAULT

- (1) Subsection 8.5(2) (*Application of Cash Proceeds of Realization*) of the Credit Agreement is amended by adding the following new paragraphs (c) and (f) to the list of enumerated paragraphs in Subsection 8.5(2) and renumbering the remaining paragraphs accordingly:

“(c) third, to the payment of all of the Obligations under Term Loan C Facility consisting of accrued fees and interest;”

and

“(f) sixth, except as set forth in clauses (a) through (e) above, to the payment of the outstanding Obligations owing to any Secured Creditor in connection with the Term Loan C Facility, rateably, as set forth below, with an amount equal to the Obligations being paid to the Agent for the account of the Lenders and the Agent, with each Lender and the Agent receiving an amount equal to its outstanding Obligations under the Term Loan C Facility, or, if the proceeds are insufficient to pay in full all Obligations thereunder, its Pro-Rata Share of the amount remaining to be distributed until all Obligations under the Term Loan C Facility are satisfied in full;”

Section 6 Audited Financial Statements Waiver

- (1) The Borrower has not provided a copy of the annual audited financial statements of the Borrower for its Financial Year ended December 31, 2017 on or before March 31, 2018 (the “**Financial Statements Violation**”), which, if not for the provision of the waiver herein below by the Agent, would constitute an Event of Default under Section 8.1(f) of the Credit Agreement.
- (2) Subject to the terms of this Amendment, the Agent hereby waives the Financial Statements Violation (the “**Financial Statements Violation Waiver**”).

Section 7 Issuance of Equity Securities Waiver

- (1) On or about May 7 and May 22, 2018 the Borrower completed an issuance of Equity Securities and did not, as required by Section 2.4(3)(c) of the Credit Agreement, pay to the Agent 100% of the Net Proceeds thereof (the “**Equity Issuance Violation**”), which, if not for the provision of the waiver herein below by the Agent, would constitute an Event of Default under Section 8.1(b) of the Credit Agreement.
- (2) Subject to the terms of this Amendment, the Agent hereby waives the Equity Issuance Violation (the “**Equity Issuance Violation Waiver**”).

Section 8 Management Commentary Waiver

- (1) The Borrower has not provided a copy of the management commentary on operations and reconciliations to financial projections which were to be provided along with the Borrower's internally prepared consolidated balance sheet as at March 31, 2018, on or before May 15, 2018 (the "**Management Commentary Violation**"), which, if not for the provision of the waiver herein below by the Agent, would constitute an Event of Default under Section 8.1(f) of the Credit Agreement.
- (2) Subject to the terms of this Amendment, the Agent hereby waives the Management Commentary Violation (the "**Management Commentary Violation Waiver**") provided that the Borrower remedies the Management Commentary Violation by providing a copy of the applicable management commentary on or before July 31, 2018.

Section 9 Scope of Amendment.

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Credit Agreement.

Section 10 Representations, Warranties and Covenants.

To induce the Agent to enter into this Amendment, each Credit Party represents, warrants and covenants to the Agent and the Lenders as follows, which representations, warranties and covenants shall survive the execution and delivery hereof:

- (a) all necessary action has been taken to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered by each Credit Party and constitutes a legal, valid and binding obligation of each Credit Party enforceable against it in accordance with its terms;
- (b) the execution and delivery by each Credit Party and the performance by it of its obligations under this Amendment will not conflict with or result in a breach of any of the terms or conditions of its constituting documents or by-laws, any Applicable Law or any contractual restriction binding on or affecting it or its Assets;
- (c) except as disclosed to the Agent, each of the representations and warranties contained in Article 5 of the Credit Agreement and in any other Credit Document are true and correct on the date hereof as if they were made on such date except for any representation and warranty which is stated to be made only as of a certain date (and then as of such date);
- (d) except as specifically disclosed in Section 2 and 3 of this Amendment, No Default or Event of Default exists;

- (e) the waivers contained in Sections 6, 7 and 8 of this Amendment apply only to the Financial Statements Violation, the Equity Issuance Violation and the Management Commentary Violation and nothing contained in this Amendment or any other communication between the Agent, the Lenders and the Borrower (or any other Credit Party) shall be a waiver of any present or future violation, Default or Event of Default under the Credit Agreement or other Credit Document (collectively, "**Other Violations**"). Similarly, nothing contained in this Amendment shall directly or indirectly in any way whatsoever either: (i) impair, prejudice or otherwise adversely affect the Agent's or the Lenders' rights at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Credit Document with respect to any Other Violations (including, without limiting the generality of the foregoing, in respect of the non-conformity with or of any representation, warranty or covenant contained in any Credit Documents), (ii) amend or alter any provision of the Credit Agreement or any other Credit Document or any other contract or instrument, or (iii) constitute any course of dealing or other basis for altering any obligation of Borrower or any other Credit Party under the Credit Documents or any right, privilege or remedy of the Agent or the Lenders under the Credit Agreement or any other Credit Document or any other contract or instrument with respect to Other Violations. Nothing in this Amendment shall be construed to be a consent by a Lender to any Other Violations.
- (f) the Credit Agreement, as amended pursuant hereto, and each of the other Credit Documents to which any Credit Party is a party remains in full force and effect, unamended, and is enforceable against such Credit Party, in accordance with its terms. Each Guarantee continues to guarantee all debts, liabilities and obligations described therein at any time or from time to time due or accruing due and owing by the Borrower to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, and the Liens and Security granted by any Credit Party in favour of the Agent continue to secure all debts, liabilities and obligations at any time or from time to time due or accruing due and owing by such Credit Party to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, its Guarantee (as applicable) and the other Credit Documents to which it is party; and
- (g) this Amendment constitutes a "Credit Document" for purposes of the Credit Agreement.

Section 11 Conditions Precedent to Advance under Term Loan C Facility.

This Amendment shall become effective upon the following conditions precedent being satisfied (the date of satisfaction of such conditions being referred to herein as the "**Effective Date**");

- (a) duly executed signature pages for this Amendment signed by the Borrower, the Lenders, the other Credit Parties and the Agent shall have been delivered to the Agent;

- (b) receipt by the Agent of satisfactory loan and security agreements, filings, documents, amendments and certificates as required by the Agent in its sole discretion;
- (c) the Borrower shall have submitted a Notice of Advance, duly completed, with respect to an Advance under Term Loan C Facility which shall include a direction and flow of funds acceptable to the Agent;
- (d) the representations and warranties contained herein shall be true and correct;
- (e) the Borrower shall have provided an assignment of proceeds acceptable to the Agent of its purported refinancing with Macquarie Bank Limited, or its affiliates ("MBL"), pursuant to that term sheet issued by MBL on May 1, 2018 (the "**Proposed Refinancing**");
- (f) the Agent shall have completed its due diligence, including a conversation with MBL, with respect to the timing and likelihood of success of the Proposed Refinancing;
- (g) the Agent and Borrower shall have signed a commitment letter satisfactory to the Agent with respect to the financing of the Credit Parties' obligations pursuant to the Redwater Transaction and paid the commitment fee indicated in paragraph (h)(iii) below with respect thereto;
- (h) the Borrower shall have paid to the Agent in full all fees and expenses then due and payable to the Agent and/or the Lenders, including:
 - (i) a waiver and amendment fee of \$100,000, which shall be non-refundable and fully earned as of the date hereof;
 - (ii) a closing fee with respect to Term Loan C Facility of \$500,000, which shall be non-refundable and fully earned as of the date hereof; and
 - (iii) a commitment fee of \$2,000,000 with respect to the Redwater Transaction, which shall be non-refundable and fully earned as of the date hereof (collectively, the "**Term Loan C Facility Fees**").

Section 12 Reference to and Effect on the Credit Agreement.

- (1) Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit Documents and any and all other agreements, documents and instruments delivered by any of the Lenders, the Agent, the Borrower or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. The Credit Agreement remains in full force and effect.
- (2) Except to the extent expressly set forth herein, (a) the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall

not directly or indirectly (i) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or any right, power or remedy of the Agent or any Lender thereunder; or (ii) constitute a course of dealing or other basis for altering any obligations or any other contract or instrument; and (b) the Agent and the Lenders reserve all of their respective rights, powers and remedies under the Credit Agreement, the other Credit Documents and Applicable Law.

Section 13 Governing Law.

This Amendment is governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Section 14 Counterparts.

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.


[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Amendment.


ACCEL CANADA HOLDINGS
LIMITED, as Borrower

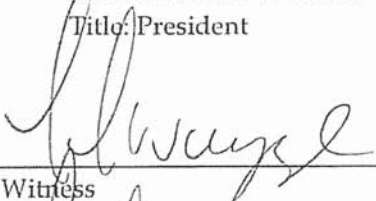
By: 
Name: Michael Williams
Title: President

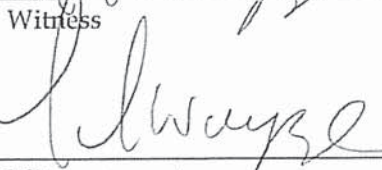
ACCEL ENERGY LIMITED,
as a Guarantor

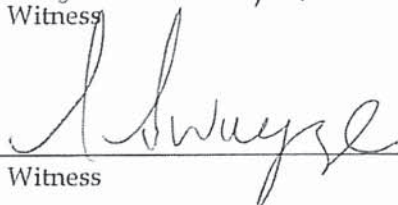
By: 
Name: Michael Williams
Title: President


ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor

By: 
Name: Michael Williams
Title: President


Witness


Witness


Witness


MICHAEL WILLIAMS, as a Guarantor


WAYNE CHODZICKI, as a Guarantor


JONATHAN SCHROEDER, as a Guarantor

ACCEPTED AND AGREED as of the date
first above written.

THIRD EYE CAPITAL CORPORATION,
as Agent

By: 

Name: Arif N. Bhalwani

Title: Managing Director

[Lenders signatures on next page]

COMMITMENTS:

**MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by its
general partner, MBI/TEC PRIVATE DEBT
GP INC., as a Lender**

Term Loan C
Commitment: \$0

By: 

Name: Arif Bhalwani

Title: President/CEO

**THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as a
Lender**

Term Loan C
Commitment: \$4,000,000

By: 

Name: Arif Bhalwani

Title: Portfolio Manager

**NINEPOINT-TEC PRIVATE CREDIT
FUND, by its Manager, NINEPOINT
PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender**

Term Loan C
Commitment: \$4,000,000

By: 

Name: Kirstin McTaggart

Title: Chief Compliance Officer

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This Amendment No. 3 to Credit Agreement is effective as of July 31, 2018 (the "**Amendment**") between ACCEL Canada Holdings Limited, as the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as Guarantors and Third Eye Capital Corporation, in its capacity as the Agent.

RECITALS:

- (a) Third Eye Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") and the financial institutions and other lenders party thereto from time to time (collectively, the "**Lenders**") have made certain credit facilities available to ACCEL Canada Holdings Limited (the "**Borrower**") upon the terms and conditions contained in a credit agreement among the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder (collectively, the "**Guarantors**"), the Agent and the Lenders dated November 3, 2017, as amended March 9, 2018 and June 19, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");
- (b) Each of the Guarantors has guaranteed certain obligations of the Borrower to the Agent and the Lenders pursuant to, and as more particularly described in guarantees dated November 3, 2017 (with respect to each Guarantor, its "**Guarantee**");
- (c) The Borrower have requested that the Agent and Lenders amend certain provisions and requirements of the Credit Agreement (all in accordance with Section 10.1 thereof); and
- (d) The Agent and Lenders have agreed to such amendments on the terms and conditions contained herein.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Interpretation.

- (1) Undefined capitalized terms used in this Amendment have the meanings given to them in the Credit Agreement.
- (2) The division of this Amendment into sections and other subdivisions and the insertion of headings are for convenience only and do not affect its interpretation.
- (3) Any reference to any Credit Document in this Amendment refers to such Credit Document as the same may have been amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 2 Maturity Date.

Section 1.1 of the Credit Agreement is hereby amended by deleting the following definitions from the Credit Agreement and replacing them with the following:

"Revolving Facility Maturity Date" means October 31, 2018.

"Term Loan A Facility Maturity Date" means October 31, 2018.

"Term Loan B Facility Maturity Date" means October 31, 2018.

"Term Loan C Facility Maturity Date" means the date on which the Redwater Transaction is completed as determined by the Agent.

Section 3 Maturity Date Extension.

Section 2.7 (*Extension of Maturity Date*), the definition of "Extension Request" in Section 1.1 and Exhibit 7 (*Extension Request*) of the Credit Agreement are each hereby deleted in their entirety.

Section 4 Management Equity Investment.

A new subsection shall be added at the end of Section 6.1 as follows:

"(y) Equity Investments. No later than (i) September 15, 2018, senior management of the Credit Parties acceptable to the Agent shall have completed an Equity Securities investment in the minimum amount of \$1,000,000 of Net Proceeds, and such financing shall be evidenced by the issuance of Series B Preferred Shares by the Borrower, all on terms acceptable to the Agent in its sole discretion, and (ii) October 15, 2018, the Borrower shall complete one or more Equity Securities investments (in addition to the Equity Securities investment referred to in clause (i)) resulting in minimum Net Proceeds of \$5,000,000. Without limiting the Borrower's obligations under the credit agreement entered into at the time the Redwater Transaction is completed, the Net Proceeds of the Equity Securities investments referred to in the preceding sentence shall be exempt from the Mandatory Repayment requirement of Section 2.4(3)(c)."

Section 5 Scope of Amendment.

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Credit Agreement.

Section 6 Representations, Warranties and Covenants.

To induce the Agent to enter into this Amendment, each Credit Party represents, warrants and covenants to the Agent and the Lenders as follows, which representations, warranties and covenants shall survive the execution and delivery hereof:

- (a) all necessary action has been taken to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered by each Credit Party and constitutes a legal, valid and binding obligation of each Credit Party enforceable against it in accordance with its terms;
- (b) the execution and delivery by each Credit Party and the performance by it of its obligations under this Amendment will not conflict with or result in a breach of any of the terms or conditions of its constating documents or by-laws, any Applicable Law or any contractual restriction binding on or affecting it or its Assets;
- (c) except as disclosed to the Agent, each of the representations and warranties contained in Article 5 of the Credit Agreement and in any other Credit Document are true and correct on the date hereof as if they were made on such date except for any representation and warranty which is stated to be made only as of a certain date (and then as of such date);
- (d) the Credit Agreement, as amended pursuant hereto, and each of the other Credit Documents to which any Credit Party is a party remains in full force and effect, unamended, and is enforceable against such Credit Party, in accordance with its terms. Each Guarantee continues to guarantee all debts, liabilities and obligations described therein at any time or from time to time due or accruing due and owing by the Borrower to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, and the Liens and Security granted by any Credit Party in favour of the Agent continue to secure all debts, liabilities and obligations at any time or from time to time due or accruing due and owing by such Credit Party to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, its Guarantee (as applicable) and the other Credit Documents to which it is party; and
- (e) this Amendment constitutes a "Credit Document" for purposes of the Credit Agreement.

Section 7 Effectiveness and Fee.

This Amendment shall become effective upon the following conditions precedent being satisfied (the date of satisfaction of such conditions being referred to herein as the "Effective Date"):

- (a) duly executed signature pages for this Amendment signed by the Borrower, the Lenders, the other Credit Parties and the Agent shall have been delivered to the Agent;
- (b) the representations and warranties contained herein shall be true and correct;
- (c) the Borrower shall have paid to the Agent in full all fees and expenses then due and payable to the Agent and/or the Lenders, including an amendment

fee of \$688,333.32 in cash, which shall be non-refundable and fully earned as of the date hereof.

Section 8 Reference to and Effect on the Credit Agreement.

- (1) Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit Documents and any and all other agreements, documents and instruments delivered by any of the Lenders, the Agent, the Borrower or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. The Credit Agreement remains in full force and effect.
- (2) Except to the extent expressly set forth herein, (a) the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall not directly or indirectly (i) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or any right, power or remedy of the Agent or any Lender thereunder; or (ii) constitute a course of dealing or other basis for altering any obligations or any other contract or instrument; and (b) the Agent and the Lenders reserve all of their respective rights, powers and remedies under the Credit Agreement, the other Credit Documents and Applicable Law.

Section 9 Governing Law.

This Amendment is governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.


Section 10 Counterparts.

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.

[Remainder of page left intentionally blank]


IN WITNESS WHEREOF the parties have executed this Amendment.

**ACCEL CANADA HOLDINGS
LIMITED, as Borrower**

By: 

Name: Michael Williams
Title: President

**ACCEL ENERGY LIMITED,
as a Guarantor**

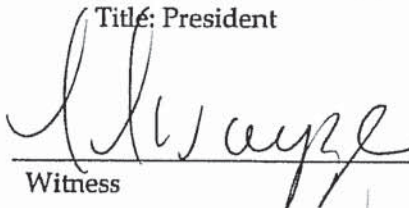
By: 

Name: Michael Williams
Title: President


**ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor**

By: 

Name: Michael Williams
Title: President



Witness



MICHAEL WILLIAMS, as a Guarantor

Witness

WAYNE CHODZICKI, as a Guarantor

Witness

JONATHAN SCHROEDER, as a Guarantor

IN WITNESS WHEREOF the parties have executed this Amendment.

**ACCEL CANADA HOLDINGS
LIMITED**, as Borrower

By: _____
Name: Michael Williams
Title: President

ACCEL ENERGY LIMITED,
as a Guarantor

By: _____
Name: Michael Williams
Title: President

**ACCEL ENERGY SERVICES CANADA
LIMITED**, as a Guarantor

By: _____
Name: Michael Williams
Title: President

Witness



Witness



Witness

MICHAEL WILLIAMS, as a Guarantor



WAYNE CHODZICKI, as a Guarantor



JONATHAN SCHROEDER, as a Guarantor

ACCEPTED AND AGREED as of the date
first above written.

**THIRD EYE CAPITAL CORPORATION,
as Agent**

By: _____

Name: Arif N. Bhalwani

Title: Managing Director

[Lenders signatures on next page]

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by its
general partner, MBI/TEC PRIVATE DEBT
GP INC., as a Lender

By: _____

Name: Arif Bhalwani

Title: President/CEO

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as a
Lender

By: _____

Name: Arif Bhalwani

Title: Portfolio Manager

NINEPOINT-TEC PRIVATE CREDIT
FUND, by its Manager, NINEPOINT
PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender

By: _____

Name:

Title:

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by its
general partner, MBI/TEC PRIVATE DEBT
GP INC., as a Lender

By: _____

Name: Arif Bhalwani

Title: President/CEO

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as a
Lender

By: _____

Name: Arif Bhalwani

Title: Portfolio Manager

NINEPOINT-TEC PRIVATE CREDIT
FUND, by its Manager, NINEPOINT
PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender

By: _____

Name: Kirstin McTaggart

Title: Chief Compliance Officer

AMENDMENT NO. 4 TO CREDIT AGREEMENT

This Amendment No. 4 to Credit Agreement is effective as of October 31, 2018 (the "**Amendment**") between ACCEL Canada Holdings Limited, as the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as Guarantors and Third Eye Capital Corporation, in its capacity as the Agent and the Lenders.

RECITALS:

- (a) Third Eye Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") and the financial institutions and other lenders party thereto from time to time (collectively, the "**Lenders**") have made certain credit facilities available to ACCEL Canada Holdings Limited (the "**Borrower**") upon the terms and conditions contained in a credit agreement among the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder (collectively, the "**Guarantors**"), the Agent and the Lenders dated November 3, 2017, as amended March 9, 2018, June 19, 2018 and July 31, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");
- (b) Each of the Guarantors has guaranteed certain obligations of the Borrower to the Agent and the Lenders pursuant to, and as more particularly described in guarantees dated November 3, 2017 (with respect to each Guarantor, its "**Guarantee**");
- (c) The Borrower have requested that the Agent and Lenders amend certain provisions and requirements of the Credit Agreement (all in accordance with Section 10.1 thereof); and
- (d) The Agent and Lenders have agreed to such amendments on the terms and conditions contained herein.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Interpretation.

- (1) Undefined capitalized terms used in this Amendment have the meanings given to them in the Credit Agreement.
- (2) The division of this Amendment into sections and other subdivisions and the insertion of headings are for convenience only and do not affect its interpretation.

- (3) Any reference to any Credit Document in this Amendment refers to such Credit Document as the same may have been amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 2 Maturity Date.

Section 1.1 of the Credit Agreement is hereby amended by deleting the following definitions from the Credit Agreement and replacing them with the following:

"Revolving Facility Maturity Date" means January 30, 2019.

"Term Loan A Facility Maturity Date" means January 30, 2019.

"Term Loan B Facility Maturity Date" means January 30, 2019.

Section 1.1 of the Credit Agreement is hereby amended by adding the following definition:

"Fourth Amendment" means that Amendment No. 4 to Credit Agreement dated effective October 31, 2018 between the Credit Parties, the Agent and the Lenders.

Section 3 Fees.

A new subsection (5) is hereby added to Section 2.10 of the Credit Agreement as follows:

"In consideration for the agreement of the Lenders to extend the Maturity Date as contemplated in the Fourth Amendment, the Borrower agrees that, in the event the Advances Outstanding and all other Obligations are not repaid in full pursuant to Section 2.4 hereof by December 31, 2018, then an extension fee shall be immediately due and payable on January 2, 2019 in the amount equal to 0.50% of the aggregate Obligations outstanding under the Facilities on such date, which shall be non-refundable and fully earned as of such date and paid in accordance with Section 2.6 hereof."

Section 4 Scope of Amendment.

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Credit Agreement.

Section 5 Representations, Warranties and Covenants.

To induce the Agent to enter into this Amendment, each Credit Party represents, warrants and covenants to the Agent and the Lenders as follows, which representations, warranties and covenants shall survive the execution and delivery hereof:

- (a) all necessary action has been taken to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered by each Credit Party and constitutes a legal, valid and binding

obligation of each Credit Party enforceable against it in accordance with its terms;

- (b) the execution and delivery by each Credit Party and the performance by it of its obligations under this Amendment will not conflict with or result in a breach of any of the terms or conditions of its constating documents or by-laws, any Applicable Law or any contractual restriction binding on or affecting it or its Assets;
- (c) except as disclosed to the Agent, each of the representations and warranties contained in Article 5 of the Credit Agreement and in any other Credit Document are true and correct on the date hereof as if they were made on such date except for any representation and warranty which is stated to be made only as of a certain date (and then as of such date);
- (d) the Credit Agreement, as amended pursuant hereto, and each of the other Credit Documents to which any Credit Party is a party remains in full force and effect, unamended, and is enforceable against such Credit Party, in accordance with its terms. Each Guarantee continues to guarantee all debts, liabilities and obligations described therein at any time or from time to time due or accruing due and owing by the Borrower to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, and the Liens and Security granted by any Credit Party in favour of the Agent continue to secure all debts, liabilities and obligations at any time or from time to time due or accruing due and owing by such Credit Party to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, its Guarantee (as applicable) and the other Credit Documents to which it is party; and
- (e) this Amendment constitutes a "Credit Document" for purposes of the Credit Agreement.

Section 6 Effectiveness and Fee.

This Amendment shall become effective upon the following conditions precedent being satisfied (the date of satisfaction of such conditions being referred to herein as the "Effective Date"):

- (a) duly executed signature pages for this Amendment signed by the Borrower, the Lenders, the other Credit Parties and the Agent shall have been delivered to the Agent;
- (b) the representations and warranties contained herein shall be true and correct;
- (c) the Borrower shall have paid to the Agent in full all fees and expenses then due and payable to the Agent and/or the Lenders.

Section 7 Reference to and Effect on the Credit Agreement.

- (1) Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit Documents and any and all other agreements, documents and instruments delivered by any of the Lenders, the Agent, the Borrower or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. The Credit Agreement remains in full force and effect.
- (2) Except to the extent expressly set forth herein, (a) the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall not directly or indirectly (i) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or any right, power or remedy of the Agent or any Lender thereunder; or (ii) constitute a course of dealing or other basis for altering any obligations or any other contract or instrument; and (b) the Agent and the Lenders reserve all of their respective rights, powers and remedies under the Credit Agreement, the other Credit Documents and Applicable Law.

Section 8 Governing Law.

This Amendment is governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

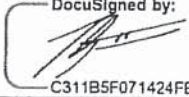
Section 9 Counterparts.

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.


[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Amendment.


**ACCEL CANADA HOLDINGS
LIMITED, as Borrower**

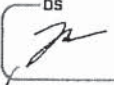
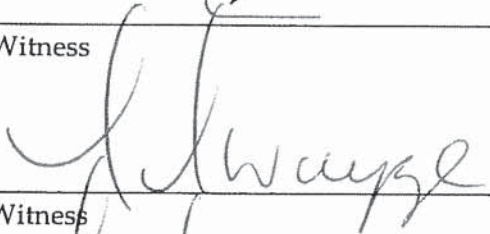
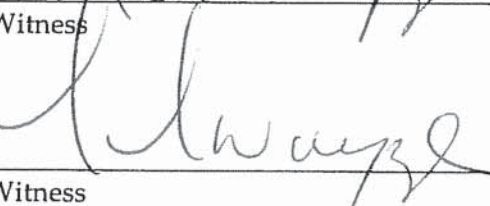
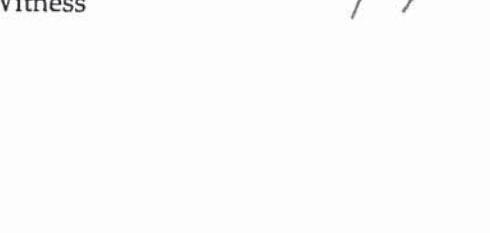
By: 
C311B5F071424FE...
Name: Michael Williams
Title: President


**ACCEL ENERGY LIMITED,
as a Guarantor**

By: 
C311B5F071424FE...
Name: Michael Williams
Title: President


**ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor**

By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

Witness 

Witness 
Witness 


C311B5F071424FE...
MICHAEL WILLIAMS, as a Guarantor


WAYNE CHODZICKI, as a Guarantor


JONATHAN SCHROEDER, as a Guarantor

ACCEPTED AND AGREED as of the date
first above written.

THIRD EYE CAPITAL CORPORATION,
as Agent

By: 

Name: Arif N. Bhalwani

Title: Managing Director

[Lenders signatures on next page]

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by its
general partner, MBI/TEC PRIVATE DEBT
GP INC., as a Lender

By: 

Name: Arif Bhalwani

Title: President/CEO

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as a
Lender

By: 

Name: Arif Bhalwani

Title: Portfolio Manager

NINEPOINT-TEC PRIVATE CREDIT
FUND, by its Manager, NINEPOINT
PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender

By: 

Name: Kirstin McTaggart

Title: Chief Compliance Officer

AMENDMENT NO. 5 TO CREDIT AGREEMENT

This Amendment No. 5 to Credit Agreement is effective as of January 30, 2019 (the "**Amendment**") between ACCEL Canada Holdings Limited, as the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder, as Guarantors and Third Eye Capital Corporation, in its capacity as the Agent and the Lenders.

RECITALS:

- (a) Third Eye Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") and the financial institutions and other lenders party thereto from time to time (collectively, the "**Lenders**") have made certain credit facilities available to ACCEL Canada Holdings Limited (the "**Borrower**") upon the terms and conditions contained in a credit agreement among the Borrower, ACCEL Energy Limited, ACCEL Energy Services Canada Limited, Michael Williams, Wayne Chodzicki and Jonathan Schroeder (collectively, the "**Guarantors**"), the Agent and the Lenders dated November 3, 2017, as amended most recently on October 31, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");
- (b) Each of the Guarantors has guaranteed certain obligations of the Borrower to the Agent and the Lenders pursuant to, and as more particularly described in guarantees dated November 3, 2017 (with respect to each Guarantor, its "**Guarantee**");
- (c) The Borrower have requested that the Agent and Lenders amend certain provisions and requirements of the Credit Agreement (all in accordance with Section 10.1 thereof); and
- (d) The Agent and Lenders have agreed to such amendments on the terms and conditions contained herein.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1 Interpretation.

- (1) Undefined capitalized terms used in this Amendment have the meanings given to them in the Credit Agreement.
- (2) The division of this Amendment into sections and other subdivisions and the insertion of headings are for convenience only and do not affect its interpretation.
- (3) Any reference to any Credit Document in this Amendment refers to such Credit Document as the same may have been amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it.

Section 2 Maturity Date.

Section 1.1 of the Credit Agreement is hereby amended by deleting the following definitions from the Credit Agreement and replacing them with the following:

"Revolving Facility Maturity Date" means May 31, 2019.

"Term Loan A Facility Maturity Date" means May 31, 2019.

"Term Loan B Facility Maturity Date" means May 31, 2019.

Section 3 Financial Covenants.

Section 1.1 of the Credit Agreement is hereby amended by deleting the definitions of "Current Liabilities" and "EBITDAX" and replacing them with the following:

"Current Liabilities" means, at any time, the amount of current liabilities of the Borrower as determined in accordance with GAAP, on a consolidated basis, but in any event excluding: (a) the current portion of long-term Debt existing pursuant to: (i) this Agreement, (ii) that Credit Agreement dated June 30, 2017, (iii) that Credit Agreement dated August 15, 2018, (iv) any other Debt owing to the Agent or its affiliates or funds or lenders represented thereby, or (v) any Debt owing to Stream Asset Financial Management LP or its affiliates or funds or lenders represented thereby; (b) deferred purchase payments owing to Pengrowth Energy Corporation or its affiliates pursuant to the Acquisition Documents; (c) any hedging related liabilities or amounts arising as a result of changes in fair value of mark-to-market positions pursuant to Swap Agreements (as determined in accordance with GAAP); (d) any obligations or liabilities owing pursuant to outstanding Equity Securities to the holders thereof which may from time to time be characterized as Debt."

"EBITDAX" means, for any Person for any period, the Net Income of such Person for such period, plus (without duplication) each of the following determined for such Person on a consolidated basis for such period (to the extent deducted in calculating Net Income): (a) income or franchise taxes of such Person and their Subsidiaries accrued in accordance with GAAP for such period; (b) Interest Charges; (c) Depreciation Expense; (d) any unusual or non-recurring non-cash expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Net Income for such period, non-cash losses on sales of assets outside of the ordinary course of business) of such Person and their Subsidiaries; (e) exploration expenses and accretion of asset retirement obligations; and less (f) all non-cash income included in Net Income. EBITDAX shall not include or take into account realized or unrealized gains or losses with respect to Swap Agreements. EBITDAX shall be based on a trailing period of four (4) consecutive Financial Quarters; provided, however, that for the first full three Financial Quarters after the Closing Date, the EBITDAX component of such ratio shall be calculated on an annualized basis using (i) the prior Financial Quarter's EBITDAX with respect to the first such full Financial Quarter, multiplied by four, (ii) the prior two Financial Quarters' aggregate quarterly EBITDAX with respect to the first two such Financial Quarters, multiplied by two and (iii) the

prior three Financial Quarters' aggregate quarterly EBITDAX with respect to the first three such full Financial Quarters, multiplied by four-thirds."

Section 4 Waiver.

- (1) Based on the information provided to the Agent by the Borrower, the Borrower reported that it did not comply with the "**Maximum Net Eligible Debt to EBITDAX Ratio**" requirement for the Financial Quarters ending June 30, 2018 and December 31, 2018 pursuant to Section 6.3(a) of the Credit Agreement, which non-compliance would, in each case, constitute an Event of Default under the Credit Agreement (the "**Net Eligible Debt Violation**").
- (2) Subject to the terms of this Amendment, the Agent and Lenders waive, as of the date hereof, the Net Eligible Debt Violation.

Section 5 Fees.

A new subsection (5) is hereby added to Section 2.10 of the Credit Agreement as follows:

"In consideration for the agreement of the Lenders to extend the Maturity Date as contemplated in the Fourth Amendment, the Borrower agrees that, because the Advances Outstanding and all other Obligations were not repaid in full pursuant to Section 2.4 hereof by December 31, 2018, an extension fee shall be immediately due and payable on January 2, 2019 in the amount equal to 0.50% of the aggregate Obligations outstanding under the Facilities on such date, which shall be non-refundable and fully earned as of such date and capitalized and added to the Obligations outstanding."

Section 6 Scope of Amendment.

Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Amendment and to incorporate the provisions of this Amendment into the Credit Agreement.

Section 7 Representations, Warranties and Covenants.

To induce the Agent to enter into this Amendment, each Credit Party represents, warrants and covenants to the Agent and the Lenders as follows, which representations, warranties and covenants shall survive the execution and delivery hereof:

- (a) all necessary action has been taken to authorize the execution, delivery and performance of this Amendment. This Amendment has been duly executed and delivered by each Credit Party and constitutes a legal, valid and binding obligation of each Credit Party enforceable against it in accordance with its terms;
- (b) the execution and delivery by each Credit Party and the performance by it of its obligations under this Amendment will not conflict with or result in a breach of any of the terms or conditions of its constating documents or by-

laws, any Applicable Law or any contractual restriction binding on or affecting it or its Assets;

- (c) except as disclosed to the Agent, each of the representations and warranties contained in Article 5 of the Credit Agreement and in any other Credit Document are true and correct on the date hereof as if they were made on such date except for any representation and warranty which is stated to be made only as of a certain date (and then as of such date);
- (d) except as specifically disclosed in this Amendment, No Default or Event of Default exists;
- (e) the waiver contained in Section 4 of this Amendment applies only to the Net Eligible Debt Violation during the specific period specified therein and nothing contained in this Amendment or any other communication between the Agent, the Lenders and the Borrower (or any other Obligor) shall be a consent to or waiver of any present or future violation, Default or Event of Default under the Credit Agreement or other Credit Document (collectively, "Other Violations"). Similarly, nothing contained in this Amendment shall directly or indirectly in any way whatsoever either: (i) impair, prejudice or otherwise adversely affect the Agent's or the Lenders' rights at any time to exercise any right, privilege or remedy in connection with the Credit Agreement or any other Credit Document with respect to any Other Violations (including, without limiting the generality of the foregoing, in respect of the non-conformity to any representation, warranty or covenant contained in any Credit Documents), (ii) amend or alter any provision of the Credit Agreement or any other Credit Document or any other contract or instrument, or (iii) constitute any course of dealing or other basis for altering any obligation of the Borrower or any other Obligor under the Credit Documents or any right, privilege or remedy of the Agent or the Lenders under the Credit Agreement or any other Credit Document or any other contract or instrument with respect to Other Violations.
- (f) the Credit Agreement, as amended pursuant hereto, and each of the other Credit Documents to which any Credit Party is a party remains in full force and effect, unamended, and is enforceable against such Credit Party, in accordance with its terms. Each Guarantee continues to guarantee all debts, liabilities and obligations described therein at any time or from time to time due or accruing due and owing by the Borrower to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, and the Liens and Security granted by any Credit Party in favour of the Agent continue to secure all debts, liabilities and obligations at any time or from time to time due or accruing due and owing by such Credit Party to the Agent and the Lenders pursuant to the Credit Agreement, as amended pursuant hereto, its Guarantee (as applicable) and the other Credit Documents to which it is party; and
- (g) this Amendment constitutes a "Credit Document" for purposes of the Credit Agreement.

Section 8 Effectiveness and Fee.

This Amendment shall become effective upon the following conditions precedent being satisfied (the date of satisfaction of such conditions being referred to herein as the "Effective Date"):

- (a) duly executed signature pages for this Amendment signed by the Borrower, the Lenders, the other Credit Parties and the Agent shall have been delivered to the Agent;
- (b) the representations and warranties contained herein shall be true and correct;
- (c) the Borrower shall have paid to the Agent in full all fees and expenses then due and payable to the Agent and/or the Lenders including an extension fee equal to \$450,000 on or before February 28, 2019.

Section 9 Reference to and Effect on the Credit Agreement.

- (1) Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit Documents and any and all other agreements, documents and instruments delivered by any of the Lenders, the Agent, the Borrower or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. The Credit Agreement remains in full force and effect.
- (2) Except to the extent expressly set forth herein, (a) the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall not directly or indirectly (i) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Credit Document or any right, power or remedy of the Agent or any Lender thereunder; or (ii) constitute a course of dealing or other basis for altering any obligations or any other contract or instrument; and (b) the Agent and the Lenders reserve all of their respective rights, powers and remedies under the Credit Agreement, the other Credit Documents and Applicable Law.

Section 10 Governing Law.

This Amendment is governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

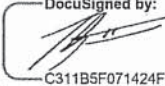
Section 11 Counterparts.

This Amendment may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Amendment.


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IN WITNESS WHEREOF the parties have executed this Amendment.

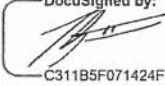
**ACCEL CANADA HOLDINGS
LIMITED, as Borrower**

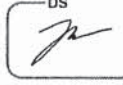
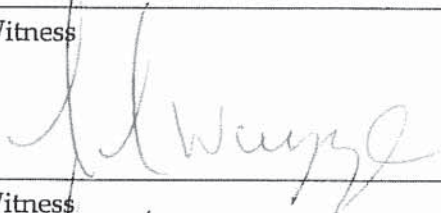
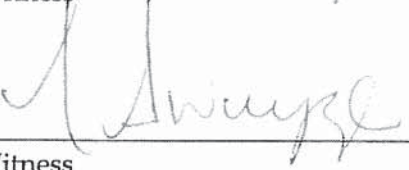
By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

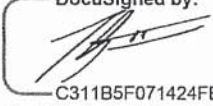
**ACCEL ENERGY LIMITED,
as a Guarantor**


By: 
C311B5F071424FE...
Name: Michael Williams
Title: President

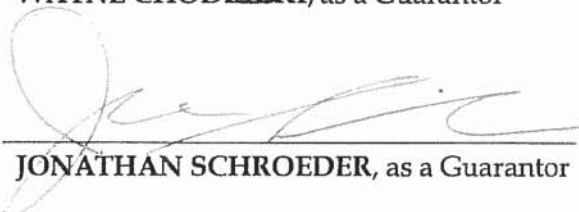
**ACCEL ENERGY SERVICES CANADA
LIMITED, as a Guarantor**

By: 
C311B5F071424FE...
Name: Michael Williams
Title: President


Witness

Witness

Witness


C311B5F071424FE...
MICHAEL WILLIAMS, as a Guarantor


WAYNE CHODZICKI, as a Guarantor


JONATHAN SCHROEDER, as a Guarantor

ACCEPTED AND AGREED as of the date
first above written.

**THIRD EYE CAPITAL CORPORATION,
as Agent**

By: _____

Name: Arif N. Bhalwani

Title: Managing Director

[Lenders signatures on next page]

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
PRIVATE DEBT GP L.P., itself acting by its
general partner, MBI/TEC PRIVATE DEBT
GP INC., as a Lender

By: _____

Name: Arif Bhalwani

Title: President/CEO

THIRD EYE CAPITAL ALTERNATIVE
CREDIT TRUST, by its Manager, THIRD
EYE CAPITAL MANAGEMENT INC., as a
Lender

By: _____

Name: Arif Bhalwani

Title: Portfolio Manager

NINEPOINT-TEC PRIVATE CREDIT
FUND, by its Manager, NINEPOINT
PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender

By: _____

Name:

Title:

MBI/TEC PRIVATE DEBT
OPPORTUNITIES FUND I, L.P., herein
acting by its general partner, MBI/TEC
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By: _____

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Title: Portfolio Manager

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PARTNERS LP, by its general partner,
NINEPOINT PARTNERS GP INC., as a
Lender

By: _____

Name: Kirstin McTaggart

Title: Chief Compliance Officer