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Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
Applicant	WESTERN UNION PETRO INTERNATIONAL CO. LTD.
Respondent	ANTERRA ENERGY INC.
Document	THIRD REPORT TO THE COURT SUBMITTED BY PRICEWATERHOUSECOOPERS INC., LIT, IN ITS CAPACITY AS RECEIVER OF THE RESPONDENT
	DATED FEBRUARY 12, 2018

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TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	RECEIVER’S ACTIVITIES.....	3
3.	PROPOSED SUBSEQUENT SALES	5
4.	RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	6
5.	EXPECTED DISTRIBUTION AND EFFECT ON PROPERTY TAXES.....	8
6.	RECEIVER’S RECOMMENDATIONS	9

APPENDICES

- A. AER Letter re Receiver’s Discharge, dated February 9, 2018**
- B. Enercapita redacted Purchase and Sale Agreement**
- C. Tallahassee redacted Purchase and Sale Agreement**

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

1. INTRODUCTION

- 1.1 By order (the “**Receivership Order**”) of the Honourable Madam Justice Campbell of the Court of Queen’s Bench of Alberta (the “**Court**”) dated June 7, 2017, PricewaterhouseCoopers Inc., LIT (“**PwC**”) was appointed receiver and manager (“**Receiver**”) pursuant to an application of Western Union Petro International Co. Ltd. (“**WUP**”) under section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) and sections 13(2) of the *Judicature Act*, RSA 2000, c. J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c. B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7 without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”) of Anterra Energy Inc. (“**Anterra**” or the “**Company**”). The appointment of the Receiver is referred to herein as the “**Receivership Proceedings**”.
- 1.2 On June 13, 2017, the Receiver filed its first report (the “**First Report**”) in support of an application for an order, among other things, approving a proposed sale and investment process (the “**Sale Process**”). On June 23, 2017, the Court granted the order (the “**Sale Process Order**”) as requested.
- 1.3 On October 24, 2017, the Receiver filed its second report (the “**Second Report**”) in support of an application for, among other things, approval of the Proposed Sales, establishment of the Linear Tax Reserve and discharge of the Receiver conditional on completion of the Remaining Duties (capitalized terms as defined therein). On November 1, 2017, the Court granted an order substantially as requested with amendments to reflect agreement with the Alberta Energy Regulator (the “**AER**”) in respect of the Receiver’s conditional discharge and establishment of a \$50,000 holdback to address the Two Creek Spill (as defined below).
- 1.4 This is the Receiver’s third report to the Court (the “**Third Report**”), which has been prepared in respect of the application to be heard on February 22, 2018. The purpose of this report is to advise the Court with respect to the following:
- 1.4.1 the Receiver’s activities since the Second Report;
- 1.4.2 the status of the clean up of the spill which was observed at Anterra’s Two Creek property (the “**Two Creek Spill**”) and the status of communication with the AER in respect thereof and in respect of the Receiver’s discharge;

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

- 1.4.3 the Receiver's statement of receipts and disbursements to January 31, 2018 and estimated accrued costs to completion;
- 1.4.4 the effect on property tax claims as a result of the Receiver making a distribution in accordance with the Receivership Order, and specifically paragraph 25 thereof, as ordered by this Honourable Court; and
- 1.4.5 the proposed sales of certain of Anterra's assets (the "**Proposed Subsequent Sales**") as described in the purchase and sale agreements ("**PSAs**") attached to the Receiver's confidential supplemental report (the "**Confidential Supplemental Report**"), including Anterra's interests in certain oil and gas properties located in the following areas of Alberta:
 - 1.4.5.1 Two Creek to Enercapita Energy Ltd. ("**Enercapita**"); and
 - 1.4.5.2 Breton, Matziwin and Nipisi to Tallahassee Exploration Inc. ("**Tallahassee**").

And to seek an Order of the Court:

- 1.4.6 approving the Proposed Subsequent Sales;
 - 1.4.7 approving this Third Report and the activities of the Receiver as set out herein; and
 - 1.4.8 sealing the Confidential Supplemental Report.
- 1.5 Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein are as defined in the Receivership Order or in the Second Report.
 - 1.6 Certain information contained in this report is based on information obtained from the Company's books and records. The Receiver has not independently verified the accuracy or completeness of such information; accordingly the Receiver does not express an opinion thereon.
 - 1.7 All materials filed with the Court and all orders granted by the Court in connection with the receivership will be made available to creditors and other interested parties in electronic format on the Receiver's website: www.pwc.com/ca/anterra.

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

2. RECEIVER'S ACTIVITIES

2.1 Since the Second Report, the Receiver has, among other things:

- 2.1.1 closed the sales approved by the Court on November 1, 2017 to Enercapita, Tallahassee, North 40 Resources Ltd., Summerland Energy Inc. and Rush Energy Services Inc.;
- 2.1.2 continued with the professional services agreement with Sproule Project Management Limited ("**Sproule**") regarding the day to day operations of the Company's business;
- 2.1.3 prepared tax information for employees and, in addition, reviewed various information from Anterra's books and records as related to possible duplicate T4's issued in 2016;
- 2.1.4 worked with the AER to satisfactorily remediate a 10 m³ release of salt water at a water disposal site operated by the Company in the Gilwood area;
- 2.1.5 responded to requests for information from creditors, employees and other stakeholders as appropriate; and
- 2.1.6 other activities as further described in this Third Report.

Asset Sale to Knowledge Energy

2.2 On November 20, 2017, the Receiver accepted an offer from Knowledge Energy Inc. ("**Knowledge**") for certain equipment located near Strathmore, Alberta. The selling price is within the limit not requiring Court approval as set out in the Receivership Order. The Receiver also obtained a deposit for \$100,000 to be held to offset any potential costs of remediation arising from the removal of the equipment purchased by Knowledge. Due to inclement weather, the removal of the equipment has taken longer than expected and the Receiver has agreed to provide Knowledge with access until March 31, 2018 for the removal of the purchased equipment.

Disclaimer of the Remaining Property

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

- 2.3 Subsequent to the Second Report, various parties expressed interest to the Receiver in acquiring certain of the Remaining Property (as defined in the Second Report). As a result, the Receiver delayed disclaiming those properties for which interest was received and for certain water disposal wells which remained in use by third parties until the third parties could make other arrangements for their water disposal.
- 2.4 On December 22, 2017 and January 31, 2018, pursuant to section 14.06(4)(c) of the BIA, the Receiver disclaimed its interest in 163 wells, 119 km of pipelines and 5 associated facilities.
- 2.5 The Receiver has retained its interest in 15 wells, 7 km of pipelines and 8 associated facilities comprised of those subject to the Proposed Subsequent Sales, those being used by third parties for water disposal, as well as assets which are subject to two other potential offers the Receiver is negotiating.

Spill at Two Creek and AER support for Receiver's Discharge

- 2.6 As further reported in the Second Report, on September 5, 2017, the Receiver was informed by its contracted operator, Sproule, of the Two Creek Spill which was discovered at Anterra's property in Two Creek. Immediate action was taken to address the spill and notify the AER.
- 2.7 Since the date of the Second Report, the Receiver agreed with the AER to set aside \$50,000 to work with the AER to find a solution to concerns raised regarding the Two Creek Spill. The Receiver has been working closely with the AER to develop and execute a plan for evaluating and partially remediating the Two Creek Spill (the "**Two Creek Plan**") up to the amount of the \$50,000 set aside for this purpose. The AER has been involved in developing and has approved the Two Creek Plan.
- 2.8 The Two Creek Plan involves the following:
- 2.8.1 Obtaining an electromagnetic survey of the area around the Two Creek Spill;
 - 2.8.2 Taking various samples from around the current excavated area;
 - 2.8.3 Excavating approximately 80 m³ of additional material below current excavated area; and

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

- 2.8.4 Replacing all the excavated material with approximately 350 m³ of clean back fill.
- 2.9 When the Receiver sought its conditional discharge on November 1, 2017, the AER expressed concerns with this request at that time given the unknown status of the Two Creek Spill. As a result of the development of the Two Creek Plan in close consultation with the AER, the AER is supportive of the Receiver's discharge subject to execution of the Two Creek Plan as agreed. A copy of a letter from the AER in support of the Receiver's discharge is attached hereto as **Appendix "A"**.

3. PROPOSED SUBSEQUENT SALES

- 3.1 The Receiver is currently seeking approval of the Court for two additional sales to Enercapita and Tallahassee (the **"Proposed Purchasers"**). The Receiver's opinion on these sales is set out below and the economic terms are set out in the Confidential Supplemental Report and unredacted copies attached thereto. Copies of redacted versions of the Proposed Purchasers' purchase and sale agreements (**"PSAs"**) are attached hereto as follows:
- 3.1.1 Enercapita redacted PSA, **Appendix "B"**; and
- 3.1.2 Tallahassee redacted PSA, **Appendix "C"**.
- 3.2 The Tallahassee offer includes a pipeline with licence #23285-53 (the **"23285 Pipeline"**) in the Nipisi area which was subject to a spill in 2014 which was partially remediated. Further work is required to complete the remediation of the 23285 Pipeline. The Receiver is working with Tallahassee, the AER and with Anterra's insurer to determine whether the remediation can be completed in a timely and cost effective manner. No agreement has been reached at this time between these parties. If the remediation can be completed to all parties' satisfaction, then Tallahassee, at its sole discretion, can elect to include the 23285 Pipeline as part of the Tallahassee PSA. However, if the remediation cannot be completed to all parties' satisfaction, then Tallahassee can exclude this asset and it will be disclaimed by the Receiver. There is no impact on the purchase price set out in the Tallahassee PSA by the inclusion or exclusion of the 23285 Pipeline.
- 3.3 The Proposed Subsequent Sales are a result of a Court-approved sale and investment solicitation process which was performed by the Receiver through the Sales Facilitators as further described in the Second Report. The Company's assets were marketed widely by the Sales Facilitators as outlined therein. Various interest was received for each of these assets,

ANTERRA ENERGY INC.

**RECEIVER'S THIRD REPORT TO COURT
FEBRUARY 12, 2018**

however the offers accepted represent the highest and best offers received for the respective assets. The purchase price for the transactions are fair and reasonable. The Confidential Supplemental Report provided to the Court includes additional supporting information.

- 3.4 For the reasons set out above, the Receiver is of the opinion that the Proposed Subsequent Sales are reasonable and would be more beneficial to Anterra's creditors than other offers received for the same asset.
- 3.5 The Receiver has received a deposit of at least 10% in respect of each offer as required by the Sale Process Order, which is being held in trust pending the completion of the sale. Each offer is conditional upon an Approval and Vesting Order of this Court being granted.

4. RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 4.1 The Receiver's statement of receipts and disbursements for the period to January 31, 2018 is summarized as follows:

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

Anterra Energy Inc. - In Receivership Statement of Receipts and Disbursements For the period June 7, 2017 to January 31, 2018 (CDN\$)

Receipts	\$
Accounts Receivable	845,631
Oil and Gas Revenues	1,983,589
Opening cash	185,568
Miscellaneous Receipts	4,587
GST Collected	83,167
Receiver's borrowings	500,000
Sales proceeds	2,689,415
Total Receipts	6,291,956
Disbursements	
Banking charges	88
Contractors	740,135
Financing costs	22,500
GST paid	117,592
Insurance	179,528
Interest	48,268
Legal Fees	138,067
Management fees	175,824
Office and Miscellaneous	9,361
Success Fees	117,500
Operating costs	1,038,189
Receiver Filing Fees	70
Receiver's Disbursements	10,609
Receiver's Fees	204,705
Security	1,813
Trustee Fees	751
Utilities	89,579
Total Disbursements	2,894,577
Excess of Receipts Over Disbursements Held by the Receiver	3,397,379

- 4.2 Receipts and disbursements exclude deposits held by the Receiver in respect of the Proposed Subsequent Sales, accrued costs for which no invoice has been received or approved, and estimated operating and administrative costs until the Receiver's discharge. These amounts are set out in the Confidential Supplemental Report.

ANTERRA ENERGY INC.

RECEIVER'S THIRD REPORT TO COURT FEBRUARY 12, 2018

5. EXPECTED DISTRIBUTION AND EFFECT ON PROPERTY TAXES

- 5.1 Section 8 of the Second Report set out the Receiver's intention to pay or settle all costs incurred during the Receivership Proceedings and then distribute all remaining funds in accordance with the Receivership Order, and in particular paragraph 25 thereof which sets out the following priorities (the "**Court Ordered Charges**"):
- 5.1.1 Receiver's Charge;
 - 5.1.2 Receiver's Borrowing Charge, up to \$500,000;
 - 5.1.3 Administration Charge, up to \$500,000; and
 - 5.1.4 Interim Lender's Charge, up to \$2,500,000.
- 5.2 In the Second Report, the Receiver had indicated its intention to pay property taxes and to establish a reserve (the "**Linear Tax Reserve**") for linear property taxes subject to the outcome of the appeal in the receivership proceedings in Re Virginia Hills Oil Corp. and Dolomite Energy Inc., Court File No. 1701-02184.
- 5.3 On November 1, 2017, the Court authorized and directed the Receiver to make distributions in accordance with the Receivership Order, and in particular paragraph 25 thereof, subject to the maintenance of the Linear Tax Reserve and \$50,000 for working with the AER to find a solution to the Two Creek Spill.
- 5.4 As further detailed in the Confidential Supplemental Report, the proceeds received from the sales which have closed to date and the Proposed Subsequent Sales are insufficient to cover the costs incurred by the Receiver in the administration of the Receivership Proceedings and the Court Ordered Charges. As a result, there are insufficient funds available from the sale of the Company's assets to pay creditors who are subordinate to the Court Ordered Charges, including the property taxes. In this respect, the Receiver's counsel intends to provide to this Court a brief outlining the law which establishes the priority for property taxes in respect of the Court Ordered Charges.
- 5.5 In accordance with the Order of this Honourable Court on November 1, 2017, the Receiver intends to distribute the net proceeds from the sale of the Company's assets in accordance with the Receivership Order, and in particular paragraph 25 thereof. Accordingly, the

ANTERRA ENERGY INC.

**RECEIVER'S THIRD REPORT TO COURT
FEBRUARY 12, 2018**


Receiver will no longer be maintaining the Linear Tax Reserve or making any payments on account of property taxes owing by Anterra.

6. RECEIVER'S RECOMMENDATIONS

- 6.1 The Receiver respectfully recommends that this Honourable Court approve:
 - 6.1.1 the Proposed Subsequent Sales to Enercapita and Tallahassee;
 - 6.1.2 the Third Report and the activities of the Receiver as set out herein; and
 - 6.1.3 the sealing of the Receiver's Confidential Supplemental Report.

This report is respectfully submitted this 12th day of February, 2018.

**PricewaterhouseCoopers Inc., LIT
Court Appointed Receiver of
Anterra Energy Inc.**



**Jonathan Reimche, LIT
Senior Vice President**

APPENDIX “A”

AER Letter re Receiver’s Discharge dated February 9, 2018

February 9, 2018

Calgary Head Office
Suite 1000, 250 – 5 Street SW
Calgary, Alberta T2P 0R4
Canada

By e-mail

www.aer.ca

Bennett Jones LLP

4500 Bankers Hall East
855 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Ms. Kelsey Meyer

**RE: Western Union Petro International Co. Ltd. v. Anterra Energy Inc.
Court of Queen's Bench Application Scheduled for February 22, 2018**

Ms. Meyer,

I can advise that the Alberta Energy Regulator (“**AER**”) does not oppose PricewaterhouseCoopers Inc.’s (“**PwC**”) discharge as receiver in respect of the above-noted matter, subject to completion of the Two Creek clean-up plan wherein PwC has committed to ensuring that further sampling, excavation and backfill occur as recommended by AER staff.

If you have any further questions, please do not hesitate to contact the undersigned at 403-297-6653.

Sincerely,



Francco De Luca
Legal Counsel, Law Branch

cc: Jonathan Reimche, PwC
Keely Cameron, Law Branch, AER

APPENDIX “B”

Enercapita redacted Purchase and Sale Agreement

AGREEMENT OF PURCHASE AND SALE

BETWEEN

**PRICEWATERHOUSECOOPERS INC. LIT, in its capacity as court-appointed receiver and
manager of Anterra Energy Inc., and not in its personal or corporate capacity**

AND

ENERCAPITA ENERGY LTD.

January 18, 2018

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
1.1 Definitions	1
1.2 Interpretation	8
1.3 Schedules.....	9
1.4 Interpretation If Closing Does Not Occur	9
1.5 Knowledge or Awareness.....	9
ARTICLE 2 PURCHASE AND SALE	9
2.1 Purchase and Sale	9
2.2 Purchase Price	9
2.3 Purchase Price Allocation.....	10
2.4 Deposit.....	10
2.5 Tax.....	10
ARTICLE 3 ADJUSTMENTS.....	11
3.1 Costs and Revenues to be Apportioned.....	11
3.2 Adjustments to Account	12
3.3 Disputes	13
3.4 Post-Closing Accounting.....	13
3.5 Deposits, Cash Calls and Operating Funds.....	13
ARTICLE 4 VENDOR'S AND PURCHASER'S COVENANTS.....	13
4.1 Vendor's Covenants	13
4.2 Post-Closing Matters	14
4.3 Purchaser's Covenants	15
ARTICLE 5 CLOSING	15
5.1 Closing.....	15
5.2 Operatorships.....	16
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	16
6.1 Vendor's Representations and Warranties	16
6.2 Purchaser's Representations and Warranties	18
6.3 Enforcement of Representations and Warranties	19
ARTICLE 7 CLOSING CONDITIONS	19
7.1 Vendor's Closing Conditions	19
7.2 Purchaser's Closing Conditions	21
7.3 Parties to Exercise Diligence and Good Faith with respect to Conditions	22
7.4 Receiver's Certificate.....	22
ARTICLE 8 PURCHASER LIABILITY AND INDEMNIFICATION.....	22
8.1 Purchaser Liability.....	22
ARTICLE 9 LIABILITY FOR ENVIRONMENTAL MATTERS AND ABANDONMENT AND RECLAMATION OBLIGATIONS	22
9.1 Environmental Liability.....	22

ARTICLE 10 NO LIABILITY AND INDEMNIFICATION BY VENDOR REGARDING ASSETS	23
10.1 No Vendor Liability Regarding Assets.....	23
ARTICLE 11 CONVEYANCES AND TRANSFER	23
11.1 Conveyances.....	23
11.2 License and Authorization Transfers.....	24
ARTICLE 12 COURT PROCEEDINGS.....	25
12.1 Court Proceedings	25
ARTICLE 13 TERMINATION.....	25
13.1 Termination	25
ARTICLE 14 FURTHER ASSURANCES	25
14.1 Further Assurances	25
ARTICLE 15 CONSTRUCTION.....	25
15.1 Construction	25
ARTICLE 16 TIME.....	25
16.1 Time.....	25
ARTICLE 17 ADDRESSES.....	26
17.1 Addresses.....	26
ARTICLE 18 LIMITATIONS.....	26
18.1 Limitations.....	26
ARTICLE 19 PRIOR AGREEMENTS AND AMENDMENTS	27
19.1 Prior Agreements and Amendments.....	27
ARTICLE 20 ENTIRE AGREEMENT.....	27
20.1 Entire Agreement.....	27
ARTICLE 21 SURVIVAL	27
21.1 Survival.....	27
ARTICLE 22 ENUREMENT	28
22.1 Enurement.....	28
ARTICLE 23 GOVERNING LAW.....	28
23.1 Governing Law.....	28
ARTICLE 24 COUNTERPART EXECUTION	28
24.1 Counterpart Execution.....	28
ARTICLE 25 RECEIVER'S DISCLAIMER.....	28
25.1 Receiver's Disclaimer	28

AGREEMENT OF PURCHASE AND SALE

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

BETWEEN:

PRICEWATERHOUSECOOPERS INC. LIT, in its capacity as court-appointed receiver and manager of Anterra Energy Inc., and not in its personal or corporate capacity (the "**Receiver**" or "**Vendor**")

- and -

ENERCAPITA ENERGY LTD., a corporation incorporated under the laws of Alberta (the "**Purchaser**")

WHEREAS pursuant to the Receivership Order of the Honourable Madam Justice Campbell, the Vendor was appointed receiver and manager of all of Anterra's Property, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7;

AND WHEREAS the Vendor desires to sell and convey the Assets to the Purchaser and the Purchaser desires to purchase and receive the Assets from the Vendor on the terms and conditions set out herein;

NOW THEREFORE in consideration of the premises, mutual covenants, agreements and warranties in this Agreement, the Parties covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement (including the recitals, this Section 1.1 and each Schedule), unless the context otherwise requires or unless otherwise defined herein, the following words and phrases shall have the meanings set forth below:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations and liabilities to:
 - (i) abandon the Wells and close, decommission, dismantle and remove all structures, foundations, buildings, pipelines, equipment, tanks and other facilities and Tangibles that are or were located in or on the Lands or lands used, previously used or useful or intended for use in respect of or in connection with the Lands; and
 - (ii) restore, remediate and reclaim any surface and subsurface locations of the lands on which the Wells, structures, foundations, buildings, pipelines, equipment, tanks and other facilities described in Section 1.1(a)(i) are or were located and all lands used to gain access to any of them, all in accordance with generally accepted industry practices in the province where the Assets are located and in compliance with all Applicable Laws and the Title and Operating Documents;

but for greater certainty does not include any such obligations and liabilities of any nature or kind arising from or relating to, directly or indirectly, the Excluded Assets;

- (b) **"Adjusted Purchase Price"** means the Purchase Price, plus or minus (as applicable) the net amount of the final adjustments made pursuant to Section 3, and set forth in the Final Statement of Adjustments defined at Section 3.2(a);
- (c) **"Agreement"** means this document, together with the Schedules attached hereto and made a part hereof;
- (d) **"Anterra"** means Anterra Energy Inc.;
- (e) **"Anterra's interest"** means all of the right, title, estate and interest of Anterra whether absolute or contingent, legal or beneficial, present or future, vested or not and whether or not an **"interest in land"**;
- (f) **"Applicable Laws"** means, in relation to any Person, asset, transaction, event or circumstance: (i) statutes; (ii) judgments, decrees and orders of courts of competent jurisdiction; (iii) rules, regulations, orders, ordinances and directives issued by Government Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (g) **"Assets"** means Anterra's interest in and to the Petroleum and Natural Gas Rights, Tangibles, the Wells and the Miscellaneous Interests as defined herein, and excluding in all cases the Excluded Assets;
- (h) **"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (i) **"Claims"** means all claims against Anterra or against the Assets of every nature of kind whatsoever and howsoever arising including, without limiting the generality of the foregoing, all demands, lawsuits, actions, proceedings, encumbrances, liens, charges, pledges, mortgages and security interests, but excluding Permitted Encumbrances and any security for borrowings made by the Receiver;
- (j) **"Closing"** means the transfer of the Assets by the Vendor to the Purchaser and the payment by the Purchaser to the Vendor of the purchase consideration therefor and the completion of all matters incidental thereto as are contemplated herein to be completed on the Closing Date;
- (k) **"Closing Date"** means 10:00 a.m. (Calgary time) on the later of February 23, 2018 or the fifth Business Day immediately following the granting of the Vesting Order or such other time or date as may be agreed to by the Purchaser and the Vendor;
- (l) **"Conditions Certificate"** has the meaning ascribed to that term in Section 7.4;
- (m) **"Court"** means the Court of Queen's Bench of Alberta, Judicial District of Calgary;
- (n) **"Deposit"** means the deposit provided for in Section 2.4;

- (o) **"Dollar"** or **"\$"** means a dollar of the lawful money of Canada;
- (p) **"Effective Date"** means 12:01 a.m. (Calgary time) on October 1, 2017;
- (q) **"Environment"** means the components of the earth and includes ambient air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (r) **"Environmental Liabilities"** means all past, present and future obligations and liabilities of whatsoever nature or kind arising from or relating to, directly or indirectly: (i) Environmental Matters; (ii) past, present and future non-compliance with, violation of or liability under Applicable Laws relating to the Environment, applicable to or otherwise involving the Assets; or (iii) Abandonment and Reclamation Obligations; but for greater certainty does not include obligations and liabilities of any nature or kind arising from or relating to, directly or indirectly, the Excluded Assets;
- (s) **"Environmental Matters"** means any activity, event or circumstance in respect of or relating to: (i) the storage, use, holding, collection, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling, transportation or Release of Hazardous Substances; (ii) the protection of the Environment; or (iii) pollution, reclamation, remediation or restoration of the Environment; in each case relating to the Lands or the Assets or that has or have arisen or hereafter arise from or in respect of past, present or future operations, activities or omissions in or on the Lands or in respect of or otherwise involving the Assets, including obligations to compensate Third Parties for Losses and Liabilities, but specifically excluding any activity, event or circumstance in respect of or relating to the Excluded Assets;
- (t) **"Excluded Assets"** means all of the property and assets of Anterra other than those which constitute Assets hereunder;
- (u) **"Facilities"** means Anterra's interest in and to all production facilities (downstream of the wellhead of any Well), flow lines, any dehydration or other field processing or storage facilities and pipelines used in connection with the transportation, processing or storage of Petroleum Substances which are solely related to the Wells, as set forth in Schedule "B";
- (v) **"Government Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, regulatory body, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (w) **"GST"** means goods and services tax payable pursuant to the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended, and the Regulations thereunder, or under any provisional legislation similar to the *Excise Tax Act* (Canada) and imposing a value-added tax, and shall include the provincial component of any harmonized sales tax;

- (x) **"Hazardous Substances"** means hazardous or toxic substances, hazardous wastes, radioactive substances, asbestos, dangerous goods and Petroleum Substances, including any and all substances and wastes regulated under environmental laws;
- (y) **"IFRS"** means International Financial Reporting Standards, as issued by the International Accounting Standards Board;
- (z) **"Interim Period"** means the period from and including the Effective Date up to Closing;
- (aa) **"Lands"** means Anterra's interest in and to the lands set forth and described in Schedule "A", insofar as rights to the Petroleum Substances underlying those Lands are granted by the Leases;
- (bb) **"Leases"** means those documents of title set forth and described in Schedule "A";
- (cc) **"Losses and Liabilities"** means, in relation to a matter, any and all:
 - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) suffered, sustained, paid or incurred, directly or indirectly, in connection with such matter and includes costs of legal counsel (on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes taxes payable on any settlement payment or damage award in respect of such matter; and
 - (ii) liabilities and obligations (whether under common law, in equity, under Applicable Law or otherwise; whether tortious, contractual, vicarious, statutory or otherwise, whether absolute or contingent; and whether based on fault, strict liability or otherwise) suffered, sustained, paid or incurred as a result of or in connection with such matter;
- (dd) **"Miscellaneous Interests"** means Anterra's interest in and to all property, assets and rights to the extent relating solely to the Petroleum and Natural Gas Rights, the Wells and the Tangibles (other than the Petroleum and Natural Gas Rights, the Wells and the Tangibles themselves), and to which Anterra is entitled at the Effective Date.
- (ee) **"Parties"** means the parties to this Agreement and their respective successors and permitted assigns and **"Party"** means any one of them;
- (ff) **"Permitted Encumbrances"** means, as of a particular time and in respect of the Purchaser from the Effective Date, any of the following:
 - (i) easements, rights of way, servitudes, permits, licenses and other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cable;
 - (ii) the right reserved to or vested in any Government Authority by the terms of any Title and Operating Document, lease, license, franchise, grant or permit or by any Applicable Law, to terminate any such Title and Operating Document, lease, license, franchise, grant or permit or to require annual or other periodic payments

as a condition of the continuance thereof, but excluding payments arising prior to the Effective Date;

- (iii) the right reserved to or vested in any Government Authority to levy taxes on Petroleum Substances or the income or revenue attributable thereto and governmental requirements and limitations of general application, but excluding any amounts that may be outstanding for such taxes on Petroleum Substances on income or revenue attributed thereto that arose prior to the Effective Date;
 - (iv) rights reserved to or vested in any Government Authority to control or regulate any of the Assets in any manner;
 - (v) liens granted in the ordinary course of business to a public utility or Government Authority in connection with operations on or in respect of the Lands but excluding any liens that arose or were asserted by such Government Authority in connection with operations or in respect of the Lands prior to the Effective Date;
 - (vi) the express or implied reservations, limitations, provisos and conditions in any original grants from the Crown of any of the lands or interests therein and statutory exceptions to title;
 - (vii) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or encumbrances arising in the ordinary course of business for payments not yet delinquent that are inchoate and have not been perfected pursuant to law or that are contained in joint operating agreements or similar agreements covering the Assets or if delinquent, that are being contested in good faith, but excluding any such liens or encumbrances that arose prior to the Effective Date;
 - (viii) all royalties, overriding royalties, net profits interests, reversionary interests, carried interests, and other royalty burdens applicable in respect of the Lands but excluding any amounts outstanding for such royalties or interests applicable in respect of the Lands that arose prior to the Effective Date;
 - (ix) all liens, adverse claims, penalties, conversions and other encumbrances identified in the Schedule "A", if any;
 - (x) abandonment, plugging and surface restoration obligations but excluding any amounts that were claimed or asserted by any Government Authority prior to the Effective Date;
 - (xi) the terms and conditions of the Leases and the Title and Operating Documents, including any depth limitations or similar limitations that may be set forth therein; and
 - (xii) any encumbrances that are Permitted Encumbrances under the Vesting Order;
- (gg) **"Person"** means an individual, a partnership, a corporation, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual, and words importing persons having a similar meaning;

- (hh) **"Petroleum and Natural Gas Rights"** means Anterra's interest in and to the Lands and the Leases, subject only to the Permitted Encumbrances;
- (ii) **"Petroleum Substances"** means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to or produced in conjunction with any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and hydrogen sulphide;
- (jj) **"Place of Closing"** means the offices of Bennett Jones LLP, located at 4500, 855 2nd Street SW, Calgary, Alberta, T2P 4K7;
- (kk) **"Prime Rate"** means the rate of interest (expressed as a rate per annum) used by the main branch of the Canadian Western Bank in Calgary, Alberta from time to time as the reference rate used in determining the rates of interest payable on Canadian dollar commercial demand loans made by such financial institution in Canada and which is announced by such financial institution, from time to time, as its "prime rate";
- (ll) **"Property"** has the meaning given to it in the Receivership Order;
- (mm) **"Purchase Price"** shall have the meaning ascribed to that term in Section 2.2;
- (nn) **"Purchaser's Closing Conditions"** has the meaning ascribed to that term in Section 7.2;
- (oo) **"Receiver's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Vesting Order, to be delivered by the Receiver to the Purchaser on Closing and thereafter filed by the Receiver with the Court certifying that the Transaction has been completed to the satisfaction of the Receiver;
- (pp) **"Receivership Order"** means the order issued by the Court in Action No. 1701- 07259 on June 7, 2017, as amended, modified or supplemented from time to time;
- (qq) **"Regulations"** means all statutes, laws, rules, orders and regulations in effect from time to time and made by governments or governmental boards or agencies having jurisdiction over the Assets;
- (rr) **"Release"** means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance into or through the Environment or into or out of any lands, including the movement of a Hazardous Substance through or in any part of the Environment;
- (ss) **"Representatives"** means, with, respect to any Party, the directors, officers, servants, agents, advisors, employees, consultants and representatives of that Party;
- (tt) **"Sale Process Order"** means the order issued by the Court in Action No. 1701- 07259 on June 23, 2017, with respect to the sale and investment solicitation process for a sale of all or part of Anterra's assets and business operations, as amended, modified or supplemented from time to time;
- (uu) **"Sales Taxes"** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental

charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;

- (vv) **"Specific Conveyances"** means such assignments, conveyances, notices, transfers, novations and other documents relating to the Assets reasonably required or desirable, in accordance with normal oil and gas industry practices, to convey, assign and transfer the Assets to the Purchaser and to novate the Purchaser into the Title and Operating Documents in the place and stead of Anterra, as the case may be;
- (ww) **"Surface Interests"** means Anterra's interest in and to all rights to enter upon, use, occupy and enjoy the surface of the Lands and any lands upon which the Wells or the Tangibles are located and any lands used to gain access thereto, in each case, for purposes related to the use, ownership or operation of the Petroleum and Natural Gas Rights, the Tangibles or the Wells, whether the same are held by right of way, or otherwise;
- (xx) **"Tangibles"** means Anterra's interest in and to the Facilities, and all other tangible depreciable property and assets situate in, on or about the Lands or lands pooled or unitized therewith, to the extent used or intended for use in connection therewith or with production, gathering, processing, transmission, measurement or treatment operations relating to the Petroleum and Natural Gas Rights, but specifically excluding the Excluded Assets and excluding any wells that are located on the Lands (whether producing, suspended, capped, previously abandoned or used as water source, service, injection, observation, delineation or disposal wells, including the Wells);
- (yy) **"Tax"** means GST and any other land transfer tax payable by the Purchaser in connection with its acquisition of the Assets;
- (zz) **"Third Party"** means any Person other than the Parties or their Representatives;
- (aaa) **"Title and Operating Documents"** means all agreements, contracts, instruments and other documents that govern the ownership, operation or use of the Assets or relate to Permitted Encumbrances, including: (i) the Leases and other agreements and instruments pursuant to which the Petroleum and Natural Gas Rights were issued, granted or created; (ii) permits, licenses, approvals and authorizations; (iii) operating agreements, unit agreements, production allocation agreements, trust declarations, participation agreements, joint venture agreements, farm-in agreements, farmout agreements and royalty agreements; (iv) agreements that create or relate to Surface Interests; (v) agreements for the construction, ownership and/or operation of the Tangibles or the Wells; (vi) trust declarations and other documents and instruments that evidence Anterra's interests in the Assets; and (vii) trust declarations pursuant to which Anterra holds interests in the Lands in trust for other Persons;
- (bbb) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement;
- (ccc) **"Vendor's Closing Conditions"** has the meaning ascribed to that term in Section 7.1;
- (ddd) **"Wells"** means the wells described in Schedule "A", and excluding, for greater certainty, any wells not described in Schedule "A" or any wells forming part of the Excluded Assets; and

- (eee) "**Vesting Order**" means an order to be granted by the Court in connection with the sale of the Assets by the Vendor to the Purchaser, substantially in the form of the order attached hereto as Schedule "G".

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) the headings in this Agreement are inserted for convenience or reference only and shall not affect the meaning, interpretation or construction of this Agreement;
- (b) all documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict;
- (c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force at the date hereof;
- (d) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and *vice versa*, as the context requires;
- (e) the words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement;
- (f) reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified;
- (g) if any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict;
- (h) "include" and derivatives thereof shall be read as if followed by the phrase "without limitation";
- (i) all references to currency shall mean CAD, unless otherwise specifically stated;
- (j) where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires;
- (k) terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom and usage of the petroleum and natural gas industry in Western Canada as of the date of this Agreement, will have such generally accepted meanings when used in this Agreement unless the contrary is specified or provided for elsewhere in this Agreement; and
- (l) wherever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment must be made or action taken on the next Business Day and time periods within or following which any

payment is to be made or any act is to be done under this Agreement will be calculated by excluding the day on which the period commences and including the day on which such period ends.

1.3 Schedules

The following schedules are attached to and form part of this Agreement:

SCHEDULE "A"	Land Schedule
SCHEDULE "B"	Wells, Pipelines and Facilities
SCHEDULE "C"	Intentionally Deleted
SCHEDULE "D"	Intentionally Deleted
SCHEDULE "E"	Form of General Conveyance
SCHEDULE "F"	Form of Officer's Certificate
SCHEDULE "G"	Form of Vesting Order
SCHEDULE "H"	Form of Conditions Certificate

1.4 Interpretation If Closing Does Not Occur

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

1.5 Knowledge or Awareness

References to a Party's knowledge or awareness and similar references contained in Sections 6.1 and 6.2 mean the actual knowledge or awareness, as the case may be, of the officers of such Party who are primarily responsible for the matters in question, and does not include knowledge and awareness of any other Person or any constructive or imputed knowledge. A Party shall not have any obligation to make inquiry of any Person or the files and records of any Person or of any Government Authority in connection with any representations and warranties contained herein that are made to its knowledge, information, belief or awareness.

ARTICLE 2

PURCHASE AND SALE

2.1 Purchase and Sale

The Vendor, exercising the powers of sale granted pursuant to the Receivership Order and the Sale Process Order, agrees to sell and convey the Assets to the Purchaser and the Purchaser agrees to purchase and receive the Assets from the Vendor, all in accordance with and subject to the terms and conditions set forth in this Agreement.

2.2 Purchase Price

The purchase price to be paid by the Purchaser to the Vendor for the Assets shall be [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be paid by the Purchaser to the Vendor at the Place of Closing on the Closing Date by way of bank draft, certified cheque or wire transfer.

In the determination of the Purchase Price payable for the Assets, the Vendor and the Purchaser are in agreement that the extent and value of past, present and future environmental, abandonment or reclamation liabilities related to the Assets is unknown as of the Closing Date, and as such the Parties have not attributed a specific or agreed to value with regard to either: (a) such liabilities; or (b) the indemnities provided for in this Agreement, nor shall there be any adjustments made to the Purchase Price in relation thereto.

2.3 Purchase Price Allocation

Subject to Section 3.2(d), the Purchase Price shall be allocated amongst the Assets as follows:

- (a) To Petroleum and Natural Gas Rights and related Wells: [REDACTED]
- (b) To Tangibles: [REDACTED]
- (c) To Miscellaneous Interests: [REDACTED]

2.4 Deposit

The Parties acknowledge that a deposit in the amount of [REDACTED], representing one-third (1/3) of the Purchase Price, has been provided by the Purchaser to the Vendor upon execution of this Agreement to be released only in accordance with the provisions of this Section 2.4. The Deposit shall be held in trust by the Vendor until one of the following events occur:

- (a) if Closing occurs, the Deposit shall be credited to the Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price; and
- (b) notwithstanding any other provision of this Agreement, the Deposit shall be refundable to the Purchaser only in the event that the Vendor does not bring the sale approval application for the Vesting Order or this Agreement is otherwise terminated in accordance with the terms of this Agreement prior to the Receiver filing the sale approval application for the Vesting Order.

2.5 Tax

The Purchase Price does not include an amount on account of GST or any other Sales Taxes payable in respect of the Transaction.

- (a) At Closing, Purchaser shall pay to Vendor, in addition to the amounts specified pursuant to Section 2.2 hereof, all GST payable in respect of the Transaction. The Purchaser shall be liable for the payment and remittance of any additional amount of GST payable in respect of the purchase of the Assets pursuant hereto, including any interest, penalties, or any other costs.
- (b) The Parties acknowledge and agree that the Purchase Price is exclusive of all Sales Taxes. The Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Government Authority and which pertain to the Purchaser's acquisition of the Assets or to the registration of any Specific Conveyances necessitated hereby. Except where the Vendor is required under Applicable Laws to collect or pay such Sales Taxes, the Purchaser shall pay such Sales Taxes directly to the appropriate Government

Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner. If the Vendor is required under Applicable Laws to pay any such Sales Taxes, the Purchaser shall either pay the amount of such Sales Taxes to the Vendor at Closing or promptly reimburse Vendor the full amount of such Sales Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Sales Taxes. The Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless the Vendor in respect thereof.

ARTICLE 3 **ADJUSTMENTS**

3.1 Costs and Revenues to be Apportioned

(a) Apportionment of Costs and Expenses

Except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between the Vendor and the Purchaser on an accrual basis in accordance with IFRS, provided that:

- (i) deposits made by the Vendor relative to operations on the Lands shall be returned to the Vendor;
- (ii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Section 3.1(a) when the work is done or the goods (other than inventory) or services are provided, regardless of when such costs and expenses become payable;
- (iii) except as otherwise provided herein, no adjustment shall be made in respect of the Vendor's overhead;
- (iv) where Anterra is the operator, the Vendor will be entitled to all overhead recoveries and operator's fees payable by Third Parties under the Title and Operating Documents, and the costs incurred by the Receiver in retaining the services of a contract operator in connection with Well-related issues for the period up to the Effective Date and thereafter until it ceases to perform the operator's duties; and
- (v) all rentals and similar payments in respect of the Leases or Surface Interests comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between the Vendor and the Purchaser on a *per diem* basis as of the Effective Date.

(b) **Retention of Petroleum Substances**

Petroleum Substances attributable to the Assets which were produced but not sold and that were beyond the wellhead as of the Effective Date shall be retained by the Vendor and the Vendor shall be responsible for all royalties or other encumbrances thereon. Petroleum Substances will be deemed to be sold on a first in, first out basis. The Vendor shall measure the Petroleum Substances as at the Effective Date and report to the Purchaser with respect thereto forthwith upon completion thereof.

(c) **Benefits and Obligations**

Subject to the foregoing provisions of this Section 3.1, for the purposes of the Interim Period, all benefits and obligations relating to the Assets, including revenue, expenses, operating costs and expenses, capital costs, lease rentals, royalty obligations and the proceeds from the sale of production from the Lands, are to be received by or paid by the Vendor and adjusted for on the Final Statement of Adjustments (as defined in Section 3.2(a)) in an amount equal to:

- (i) the proceeds from the sale of production from the Lands for the Interim Period, minus;
- (ii) all royalties and operating expenses for the Interim Period, minus;
- (iii) those capital expenses for which the Purchaser is responsible for during the Interim Period.

3.2 Adjustments to Account

(a) **Final Accounting**

A final accounting of the adjustments (the "**Final Statement of Adjustments**") pursuant to Section 3.1, including the final Adjusted Purchase Price based thereon, shall be conducted within 120 days following the Closing Date. For greater certainty, Vendor shall complete and deliver the Final Statement of Adjustments prior to its discharge as receiver and manager of Anterra. All adjustments after Closing shall be settled by payment by the Party required to make payment hereunder within 30 days of being notified of the determination of the amount owing.

(b) **Audit**

For a period of 20 Business Days following receipt by the Purchaser of the Final Statement of Adjustments pursuant to Section 3.2(a), the Purchaser may audit the books, records and accounts of the Vendor respecting the Assets, for the purpose of effecting adjustments pursuant to this Section. Such audit shall be conducted upon reasonable notice to the Vendor at the Vendor's offices during the Vendor's normal business hours, and shall be conducted at the sole expense of the Purchaser.

(c) **Payment of Adjustments**

All adjustments provided for in this Section shall be adjustments to the Purchase Price. For greater certainty: (i) the Purchaser shall pay to the Vendor the amount by which the

Adjusted Purchase Price exceeds the Purchase Price (if any); and (ii) the Vendor shall pay to the Purchaser the amount by which the Purchase Price exceeds the Adjusted Purchase Price (if any). An adjustment payable by a Party after Closing pursuant to this Article 3 which is not paid within 30 days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus two percent (2%) per annum payable by the paying Party to the other Party from the end of such 30 day period until the adjustment is paid.

(d) **Allocation of Adjustments**

The adjustments to be made pursuant to this Article 3 shall be allocated to the Petroleum and Natural Gas Rights.

3.3 Disputes

Any dispute between the Parties respecting the requirement for, or the amount of, an adjustment pursuant to the provisions of this Article 3 shall be resolved by negotiation as between the Parties, failing resolution of which the Vendor shall submit such dispute to the Court in accordance with Article 12.1 hereof.

3.4 Post-Closing Accounting

At any time prior to the expiry of the 20 Business Day period provided for in Section 3.2(b), the Parties shall provide reasonable assistance to each other in the remittance or recoupment of any overpayment or underpayment of royalties relating to the Assets.

3.5 Deposits, Cash Calls and Operating Funds

The Assets do not include deposits made by the Vendor which relate to the Assets or cash call advances, operating fund payments or similar advances made by the Vendor to an operator of the Assets. Such amounts shall, at the option of the Vendor, either be returned to the Vendor and (if required) replaced by the Purchaser or be transferred by the Vendor to the Purchaser, in which event the Purchaser shall reimburse the amount thereof to the Vendor.

ARTICLE 4
VENDOR'S AND PURCHASER'S COVENANTS

4.1 Vendor's Covenants

On the Closing Date, the Vendor shall deliver to the Purchaser:

- (a) a certified copy of the Vesting Order;
- (b) a general conveyance for the Petroleum and Natural Gas Rights, Wells, Tangibles and Miscellaneous Interests substantially in the form attached as Schedule "E" (the "**General Conveyance**") executed by the Vendor;
- (c) an officer's certificate substantially in the form attached as Schedule "F" executed by the Vendor;
- (d) original copies of the Title and Operating Documents which it has in its possession;

- (e) a receipt of the Purchase Price and all GST payable pursuant to Section 2.5(a);
- (f) any Specific Conveyances to be delivered at Closing pursuant to Article 11, duly executed by the Vendor; and
- (g) such other documentation as may be specifically referenced herein or as may reasonably be required by the Purchaser.

4.2 Post-Closing Matters

(a) Post-Closing Covenants

Following Closing:

- (i) The Vendor shall hold its title to the Assets in trust for the Purchaser, as bare legal trustee, until all necessary notifications, registrations and other steps required to transfer such title to the Purchaser have been completed. The Vendor acknowledges that this period may exceed thirty (30) days from Closing as per Alberta Energy Regulator ("AER") Bulletin 2017-13.
- (ii) The Vendor shall represent the Purchaser in all matters arising under a Title and Operating Document until the Purchaser is substituted as a party thereto in the place of the Vendor, whether by novation, notice of assignment or otherwise and, in furtherance thereof:
 - (A) all payments relating to the Assets received by the Vendor pursuant to the Title and Operating Document, other than those to which the Vendor is entitled under Article 3, shall be received and held by the Vendor for the Purchaser and the Vendor shall remit such amounts to the Purchaser as soon as is reasonably practicable, but in any event subject to and in accordance with the final accounting procedure contemplated in Section 3.2;
 - (B) the Vendor shall forward to the Purchaser all statements, notices and other information received by it pursuant to such Title and Operating Document that pertain to the Assets promptly following their receipt by the Vendor; and
 - (C) the Vendor shall forward to other parties to the Title and Operating Document such notices and elections pursuant to such Title and Operating Document pertaining to the Assets as the Purchaser may reasonably request.

(b) Purchaser's Indemnity

The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of Section 4.2, except to the extent caused by the gross negligence or willful misconduct of the Vendor or its Representatives and except for the Vendor's overhead and general administrative costs. Acts or omissions taken by the Vendor or its Representatives with the approval of the Purchaser shall not constitute gross negligence or willful misconduct for purposes of

this Section 4.2(b). This indemnity shall survive Closing and continue for an indefinite period.

(c) **Transfer of Operatorship**

The Purchaser acknowledges that the Vendor may not be able to transfer operatorship of all or any of the Assets to the Purchaser at or after Closing. The Vendor shall take all such commercially reasonable actions as the Purchaser may request in order for the Purchaser to obtain the appropriate consents and approvals for the assignment and transfer to the Purchaser of operatorship of those of the Assets which Anterra currently operates.

(d) **Removal of Signs**

At and after Closing, the Vendor may remove any signs which indicate its ownership or operation of the Assets. The Purchaser will be responsible to erect or install signs required by Government Authorities to indicate that the Purchaser is the operator of the Assets of which it becomes the operator and to notify other working interest owners, gas purchasers, suppliers, contractors, Government Authorities and other Third Parties of the Purchaser's interest in the Assets on and after Closing.

4.3 Purchaser's Covenants

On the Closing Date, the Purchaser shall deliver to the Vendor:

- (a) the Purchase Price less the Deposit, payable in accordance with Sections 2.2;
- (b) any applicable Sales Taxes which are required by law to be collected by the Vendor, by bank draft, certified cheque or wire transfer;
- (c) the General Conveyance, duly executed by Purchaser;
- (d) the Specific Conveyances to be delivered at Closing pursuant to Article 11, duly executed by Purchaser;
- (e) an Officer's Certificate substantially in the form attached as Schedule "F" executed by the Purchaser;
- (f) the Conditions Certificate, duly executed by the Purchaser, pursuant to Section 7.4; and
- (g) such other documentation as may be specifically referenced herein or as may reasonably be required by the Vendor.

ARTICLE 5
CLOSING

5.1 Closing

Subject to the satisfaction of the Vendor's Closing Conditions and the Purchaser's Closing Conditions, the Closing of the Transaction shall take place on the Closing Date at the Place of Closing.

5.2 Operatorships

Where Anterra is the operator of the Wells, transfer of such operatorship shall occur at Closing to the extent reasonably practicable, or so soon thereafter as the Parties may agree.

ARTICLE 6 **REPRESENTATIONS AND WARRANTIES**

6.1 Vendor's Representations and Warranties

(a) **Generally**

The Vendor hereby represents, warrants and covenants to and with the Purchaser that subject to granting of the Vesting Order:

(i) Requisite Authority

The Vendor has all requisite power and authority, subject to the terms of the Receivership Order, to enter into the covenants and obligations of the Vendor in this Agreement and to perform the obligations of the Vendor under this Agreement.

(ii) Execution of Documents

This Agreement has been duly executed and delivered by the Vendor and all other documents (including the General Conveyance) executed and delivered by the Vendor pursuant hereto shall have been duly executed and delivered by the Vendor at Closing. This Agreement does, and such documents (including the General Conveyance) will constitute legal, valid and binding obligations of the Vendor enforceable against both the Vendor and Anterra in accordance with their respective terms.

(iii) Tax Resident

Each of the Vendor and Anterra are residents of Canada within the meaning of the *Income Tax Act* (Canada).

(iv) Tangibles

Since the Effective Date, the Vendor has not removed, sold, assigned, transferred, conveyed, set over or encumbered any of the Tangibles (other than pursuant to any receiver certificates issued from time to time by the Vendor, each of which shall be released and discharged at Closing).

(b) **No Additional Representations and Warranties by the Vendor**

- (i) Notwithstanding anything to the contrary in this Agreement, the Vendor makes no representations or warranties except as expressly set forth in Section 6.1 and in particular, and without limiting the generality of the foregoing, the Vendor disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged

to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by Anterra, the Receiver or their Representatives in connection with the Assets or in relation to the Transaction. For greater certainty, the Vendor makes no representation or warranty, express or implied, of any kind, at law or in equity, with respect to:

- (A) the accuracy or completeness any data or information supplied by the Vendor or Anterra or any of its Representatives in connection with the Assets;
- (B) the quality, quantity or recoverability of any Petroleum Substances within or under the Lands;
- (C) the value of the Assets or any estimates of prices or future cash flows arising from the sale of any Petroleum Substances produced from or allocated to the Assets or the Lands or any estimates of other revenues or expenses attributable to the Assets;
- (D) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
- (E) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Tangibles, the Wells or any other tangible, depreciable equipment or property forming part of the Assets;
- (F) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the Transaction contemplated by this Agreement;
- (G) compliance with Applicable Law;
- (H) the environmental condition of the Assets or Abandonment and Reclamation Obligations; or
- (I) the title and interest of Anterra to the Assets, or any encumbrances with respect thereto.

The Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Assets and it has not relied on advice from the Vendor or any of its Representatives with respect to the matters specifically enumerated in the immediately preceding paragraphs in connection with the purchase of the Assets pursuant hereto. The Purchaser further acknowledges and confirms that it is acquiring the Assets on an "as is, where is" and "without recourse" basis. The Purchaser acknowledges and confirms that it is familiar with the condition of the Assets, including the past and present use of the Lands, the Wells and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the

Vendor as to the condition, environmental or otherwise, of the Assets, except as expressly contained in Section 6.1 of this Agreement.

- (ii) Except for, and without limiting, the Purchaser's express rights, and the Vendor's express obligations and covenants, under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor or its Representatives in respect of the Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its Representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

6.2 Purchaser's Representations and Warranties

The Purchaser hereby represents, warrants and covenants to and with the Vendor that:

(a) Corporate Standing

The Purchaser is, and at the Closing Date shall continue to be, a corporation duly organized, validly existing and in good standing under the laws of the Province of Alberta and the laws of those jurisdictions in which the Assets are situated and such other jurisdictions in which the Purchaser is required to be registered.

(b) Requisite Authority

The Purchaser has all requisite power and authority to enter into this Agreement and to purchase and pay for the Assets on the terms described herein and to perform the other obligations of the Purchaser under this Agreement.

(c) No Conflicts

The consummation of the Transaction will not violate, nor be in conflict with, the provisions of any agreement or instrument to which the Purchaser is a party or is bound, or any judgment, decree, order, law, statute, rule or regulation applicable to the Purchaser.

(d) Execution of Documents

Provided the Vesting Order is obtained, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendor and it, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid and binding obligations of it enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences.

(e) **Finders' Fees**

The Purchaser has not incurred any liability, contingent or otherwise, for brokers' or finders' fees in respect of this Transaction for which the Vendor shall have any obligation or liability.

(f) **No Authorizations**

No authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Assets or the Purchaser is required from the date of execution, delivery and performance by the Purchaser of this Agreement.

(g) **Regulatory Requirements**

The Purchaser meets all qualification requirements of all Government Authorities and under the Regulations or otherwise to purchase, accept and hold the Assets, including, without limitation, the requirements to have operatorship of the Assets (in respect of which Anterra is the operator) or the licenses for the Wells and the Tangibles (for which Anterra is the licensee) transferred to the Purchaser.

6.3 Enforcement of Representations and Warranties

- (a) The representations and warranties of each Party contained in this Agreement shall merge on Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 6 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor and the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Purchaser or the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 6.3 and the limit on each Party's liability set out in this Section 6.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

ARTICLE 7
CLOSING CONDITIONS

7.1 Vendor's Closing Conditions

The obligation of the Vendor to complete the sale of the Assets to the Purchaser pursuant to this Agreement is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent (the "**Vendor's Closing Conditions**"):

(a) **Representations and Warranties True**

All representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects on the Closing Date, and the Vendor shall have received a certificate from an officer of the Purchaser substantially in the form attached hereto as Schedule "F" dated as at the Closing Date.

(b) **Purchaser's Obligations**

The Purchaser shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Purchaser on or prior to the Closing Date.

(c) **Payment**

The Purchaser shall have tendered the Purchase Price to the Vendor in the manner provided in this Agreement.

(d) **Conveyance Documents**

The Purchaser shall have executed and delivered to the Vendor the General Conveyance.

(e) **No Injunction**

There will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

(f) **Restrictions**

All necessary governmental and other regulatory approvals to the sale of the Assets that are required prior to Closing shall have been obtained without conditions.

(g) **Court Approval**

The Vesting Order shall have been obtained and not have been appealed.

The foregoing conditions shall be for the benefit of the Vendor and may, without prejudice to any of the rights of the Vendor hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Purchaser in writing, in whole or in part, at any time, provided that the Vendor is not entitled to waive the Vesting Order condition contained in Section 7.1(g). In case any of the said conditions (for greater certainty, other than the Vesting Order condition contained in Section 7.1(g)) shall not be complied with, or waived by the Vendor, at or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchaser, subject to Section 13.1.

In case the Vesting Order condition contained in Section 7.1(g) shall not be complied with by February 28, 2018 (or such other date as the Parties may mutually agree to), the Vendor may terminate this Agreement by written notice to the Purchaser, subject to Section 13.1.

7.2 Purchaser's Closing Conditions

The obligation of the Purchaser to complete the purchase of the Assets from the Vendor pursuant to this Agreement is subject to satisfaction at or prior to the Closing Date of the following conditions precedent (the "**Purchaser's Closing Conditions**");

(a) **Representations and Warranties True**

All representations and warranties of the Vendor contained in this Agreement shall be true in all material respects on the Closing Date, and the Purchaser shall have received a certificate from an officer of the Vendor substantially in the form attached hereto as Schedule "F" dated as at the Closing Date.

(b) **Vendor's Obligations**

The Vendor shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Vendor (and shall have caused Anterra to perform and satisfy in a timely manner all of its obligations hereunder) on or prior to the Closing Date.

(c) **Conveyance Documents**

The Vendor shall have executed and delivered to the Purchaser the General Conveyance.

(d) **Restrictions**

All necessary governmental and other regulatory approvals to the sale of the Assets that are required prior to Closing shall have been obtained without conditions.

(e) **No Injunction**

There will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

(f) **Court Approval**

The Vesting Order shall have been obtained and have not been appealed.

The foregoing conditions shall be for the benefit of the Purchaser and may, without prejudice to any of the rights of the Purchaser hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Vendor in writing, in whole or in part, at any time, provided that the Purchaser is not entitled to waive the Vesting Order condition contained in Section 7.2(f). In case any of the said conditions (for greater certainty, other than the Vesting Order condition contained in Section 7.2(f)) shall not be complied with, or waived by the Purchaser at or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Vendor, subject to Section 13.1.

In case the Vesting Order condition contained in Section 7.2(f) shall not be complied with by February 28, 2018 (or such other date as the Parties may mutually agree to), the Purchaser may terminate this Agreement by written notice to the Vendor, subject to Section 13.1.

7.3 Parties to Exercise Diligence and Good Faith with respect to Conditions

Each Party covenants to the other that it will proceed diligently, honestly, and in good faith, and use commercially reasonable efforts with respect to all matters within its reasonable control to satisfy its respective conditions in Sections 7.1 and 7.2.

7.4 Receiver's Certificate

When the Purchaser's Closing Conditions set out in Section 7.2 have been satisfied and/or waived, the Purchaser will deliver to the Receiver written confirmation: (a) that such Purchaser's Closing Conditions have been satisfied and/or waived, in substantially the form of Schedule "H" (the "**Conditions Certificate**"). Upon the Vendor's confirmation that the Vendor's Closing Conditions set out in Section 7.1 have been satisfied and/or waived, and the receipt by the Receiver of: (i) payment in full of the Purchase Price to be paid on Closing; and (ii) the Conditions Certificate, duly executed by the Purchaser, the Receiver shall: (A) issue forthwith its Receiver's Certificate to the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide a true copy of such filed certificate to the Purchaser).

ARTICLE 8 **PURCHASER LIABILITY AND INDEMNIFICATION**

8.1 Purchaser Liability

Except with respect to Environmental Liabilities as provided for in Article 9, the Purchaser shall:

- (a) be liable to the Vendor for all Losses and Liabilities which the Vendor may suffer, sustain, pay or incur; and
- (b) indemnify and save the Vendor and its directors, officers, servants, agents and employees harmless from and against all Losses and Liabilities suffered by the Vendor and its directors, officers, servants, agents or employees or which they may sustain, pay or incur;

as a result of any matter, attributable to or connected with the Assets and occurring or accruing on or subsequent to the Effective Date, except any Losses and Liabilities to the extent that they either are reimbursed (or reimbursable) by insurance maintained by the Vendor or are caused by the party claiming indemnity or are adjusted pursuant to Article 3.

ARTICLE 9 **LIABILITY FOR ENVIRONMENTAL MATTERS AND ABANDONMENT AND** **RECLAMATION OBLIGATIONS**

9.1 Environmental Liability

The Purchaser, having made the acknowledgements in respect of the purchase of the Assets on an "as is, where is" and "without recourse" basis pursuant to Section 6.1(b), which, for greater certainty, shall include the environmental conditions of the Assets, shall:

- (a) be solely liable and responsible for any and all Losses and Liabilities which the Vendor may suffer, sustain, pay or incur; and

- (b) indemnify and save the Vendor and its directors, officers, servants, agents and employees harmless from and against any and all Losses and Liabilities suffered by the Vendor, its directors, officers, servants, agents or employees or which they may sustain, pay or incur;

as a result of any matter or thing howsoever and by whomsoever caused and whether the same occurs or arises in whole or in part prior to, on or subsequent to the Closing Date, out of, attributable to or connected with, Abandonment and Reclamation Obligations or any other Environmental Liabilities pertaining to the Assets, or any of them, including, without limitation, damage from or removal of Hazardous Substances or cleanup. The Purchaser shall not be entitled to exercise and hereby waives any rights or remedies the Purchaser may now or in the future have against the Vendor in respect of such Environmental Liabilities, whether such rights and remedies are pursuant to the common law or statute or otherwise, including, without limitation, the right to name the Receiver or Anterra, as a third party, to any action commenced by any Third Party against the Purchaser.

The Parties acknowledge that certain of the Excluded Assets are located on, within or under the Lands. The Vendor expressly agrees that, notwithstanding any other provision of this Agreement to the contrary, the Purchaser assumes no obligation or liability for, nor gives any indemnity in respect of, such Excluded Assets or any Environmental Liabilities arising from, caused by or accruing in respect of, the Excluded Assets, whether located on the Lands or elsewhere, all of which obligations and liabilities are expressly retained by the Vendor.

ARTICLE 10

NO LIABILITY AND INDEMNIFICATION BY VENDOR REGARDING ASSETS

10.1 No Vendor Liability Regarding Assets

The Purchaser, having made the acknowledgements in respect of the purchase of the Assets on an "as is, where is" and "without recourse" basis pursuant to Section 6.1(b), further acknowledges and confirms that, without limiting the provisions of Section 21.1(b), the Vendor shall not be liable to the Purchaser for any Losses and Liabilities, which the Purchaser may suffer, sustain, pay or incur as a result of any matter attributable to or connected with the Assets.

ARTICLE 11

CONVEYANCES AND TRANSFER

11.1 Conveyances

Subject to Section 11.2:

- (a) The Purchaser shall use commercially reasonable efforts to prepare all Specific Conveyances prior to Closing and if not completed prior to Closing, the Purchaser shall use reasonable efforts to prepare the remaining Specific Conveyances promptly after Closing. No such Specific Conveyances shall require the Vendor to assume or incur any obligation, or to provide any representation or warranty, beyond that contained in this Agreement. Upon execution hereof, and continuing thereafter as necessary, the Vendor shall provide the Purchaser such access to the Vendor's files, records and the Title and Operating Documents as the Purchaser shall reasonably require in order to prepare the Specific Conveyances.

- (b) The Vendor shall not be required to have all Specific Conveyances signed by Third Parties at or before the Closing Date but shall cooperate with the Purchaser as reasonably required to secure execution of such Specific Conveyances by such Third Parties thereafter. The Vendor shall execute and promptly return to the Purchaser at least one copy of each such document and the Vendor shall use all reasonable efforts to obtain timely execution and return of such documents by Third Parties wherever required.
- (c) The Purchaser shall bear all costs incurred in registering any Specific Conveyances, inclusive of Well license transfers, and preparing and registering any further assurances required to convey the Assets to it. Promptly after Closing, the Purchaser shall circulate and register all such Specific Conveyances and shall make application to all applicable Government Authorities to change the recorded name of all Wells and Tangibles forming part of the Assets.

11.2 License and Authorization Transfers

Notwithstanding the generality of Section 11.1:

- (a) On or before the Closing Date, the Purchaser shall make commercially reasonable efforts to communicate with the relevant Government Authority to determine all conditions, deposits and/or financial assurances which the relevant Government Authority will require in order for the relevant Government Authority to approve the transfer by the Vendor to the Purchaser of any and all licenses and authorizations for the Wells and any Tangibles licensed to Anterra, and where the Purchaser receives a response from said Government Authority, the Purchaser shall advise the Vendor in writing of such conditions, required deposits and required financial assurances. In such case, on or before Closing, the Purchaser shall satisfy the deposit and financial assurance requirements of the relevant Government Authority in order to approve any of those license and authorization transfers to the Purchaser. The Purchaser further covenants to comply with all conditions imposed by the relevant Government Authority in respect of such transfers provided that the Purchaser shall not be required to make any deposits or provide any security on account of Anterra's or Vendor's Liability Management Rating or acquire or assume any properties, permits, undertakings, liabilities or other assets of Anterra or the Vendor (other than the Assets).
- (b) Promptly following Closing, the Vendor shall prepare and electronically submit an application to the relevant Government Authority for the transfer of all Wells and all Tangibles held in the name of Anterra simultaneously in accordance with AER Bulletin 2017-13 and the Purchaser shall promptly execute and return such applications to the Vendor for registration in accordance with Section 11.1(c). The Purchaser shall accept such electronic applications without delay upon receipt of notice from the Vendor that such applications have been made.
- (c) Should the relevant Government Authority deny any license transfer because of misdescription or other minor deficiencies in the application, the Vendor shall, within two (2) Business Days, correct the application and amend and resubmit an application for the license transfers and the Purchaser shall electronically ratify and sign such application.
- (d) After Closing, whether or not the Purchaser requests prior determination of the relevant Government Authority transfer conditions under Section 11.2, if for any reason the

relevant Government Authority requires the Purchaser to make a deposit or provide financial assurances in order to approve the license or authorization transfer, the Purchaser shall and covenants to immediately make such deposit or provide such financial assurances.

ARTICLE 12

COURT PROCEEDINGS

12.1 Court Proceedings

Any disagreement between the Parties, which the Parties are unable to resolve themselves, shall be referred to the Court, for resolution by application made in Action No. 1701-07259.

ARTICLE 13

TERMINATION

13.1 Termination

In the event that this Agreement is terminated pursuant to either Section 7.1 or 7.2, each Party shall take all reasonable action to return the other Party to the position relative to the Assets which such Party occupied prior to the execution hereof, it being understood that the Vendor and the Purchaser will each bear all costs incurred by each of them prior to such termination.

ARTICLE 14

FURTHER ASSURANCES

14.1 Further Assurances

At Closing and thereafter as may be necessary or desirable, and without further consideration, the Parties shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under this Agreement.

ARTICLE 15

CONSTRUCTION

15.1 Construction

This Agreement herein shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta.

ARTICLE 16

TIME

16.1 Time

Time shall be of the essence of this Agreement.

ARTICLE 17
ADDRESSES

17.1 Addresses

The address for notices of each of the Parties shall be as follows:

Purchaser:	Enercapita Energy Ltd. 600, 435 – 4 th Ave SW Calgary, AB T2P 3A8 Attention: Keenan Cannady Fax : 403-265-1508 E-mail: kcannady@enercapita.com
Vendor:	PricewaterhouseCoopers Inc. LIT 111-5th Avenue SW, Suite 3100 Calgary, AB T2P 5L3 Attention: Jonathan Reimche, Senior Vice President Fax: (403) 781-1825 E-mail: jonathan.p.reimche@pwc.com
With copy to:	Bennett Jones LLP 4500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer Fax: (403) 298-3323 E-mail: meyerk@bennettjones.com

Either of the Parties hereto may from time to time change its address for service herein by giving written notice to the other Party hereto. Any notice may be served by personal service upon or fax or email transmission to an officer of a Party hereto or by mailing the same by prepaid post in a properly addressed envelope addressed to the Party hereto at its address for service hereunder. Any notice given by personal service upon or fax or email transmission to an officer of a Party hereto shall be deemed to be given on the date of such service (or the following day if after 4:00 p.m., Calgary time, on such day) and any notice given by mail shall be deemed to be given to and received by the addressee on the third day (except Saturdays, Sundays, statutory holidays and days upon which postal service in Canada is interrupted) after the mailing thereof.

ARTICLE 18
LIMITATIONS

18.1 Limitations

Notwithstanding anything in this Agreement to the contrary:

- (a) the indemnities provided for in Sections 8 and 9 shall apply only if the Closing occurs and shall continue for an indefinite period;
- (b) the Vendor's aggregate liability to the Purchaser for the breach of the covenants, representations or warranties in respect of this Agreement and the Transaction provided for herein and any document collateral hereto shall not exceed the Adjusted Purchase Price; and

- (c) the representations, warranties, covenants, agreements and acknowledgments of the Vendor and the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Purchaser and the Vendor, as the case may be and are not transferable and may not be made the subject of any right of assignment or subrogation in favour of any other Person.

ARTICLE 19

PRIOR AGREEMENTS AND AMENDMENTS

19.1 Prior Agreements and Amendments

This Agreement shall supersede and replace any and all prior agreements between the Parties relating to the sale and purchase of the Assets (other than the Confidentiality Agreement, which shall survive execution of this Agreement) and may be amended only by written instrument signed by both Parties.

ARTICLE 20

ENTIRE AGREEMENT

20.1 Entire Agreement

This Agreement (including all Schedules hereto), along with the confidentiality and non-disclosure agreement between the Vendor and the Purchaser (the "**Confidentiality Agreement**"), constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

ARTICLE 21

SURVIVAL

21.1 Survival

- (a) Subject to Section 21.1(b), upon Closing, all obligations, covenants, agreements, representations and warranties contained herein or in any certificated deliveries hereunder, shall expire, be terminated and extinguished and of no further force or effect.
- (b) Notwithstanding Section 21.1(a), all covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part, or that prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms. For greater certainty, but without limiting the generality of the foregoing, the obligations and covenants of the Parties set out in Sections 2.4, 4.2(a), 4.2(b) and 4.2(d) and Article 3, Article 8, Article 9, Article 10, Article 11 and Article 14 shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein.

ARTICLE 22
ENUREMENT

22.1 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receiver managers, trustees and permitted assigns.

ARTICLE 23
GOVERNING LAW

23.1 Governing Law

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

ARTICLE 24
COUNTERPART EXECUTION

24.1 Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document. All such counterparts shall together constitute and be construed as one instrument. For avoidance of doubt, a signed counterpart provided by way of facsimile transmission or other electronic means shall be as binding upon the Parties as an originally signed counterpart.

ARTICLE 25
RECEIVER'S DISCLAIMER

25.1 Receiver's Disclaimer

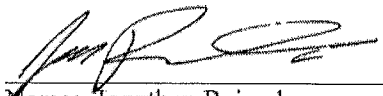
The Purchaser acknowledges and confirms that the Agreement entered into hereunder is made by the Receiver in its capacity as court-appointed Receiver and Manager of Anterra only, and not in any personal capacity and that the Receiver, its employees, servants and agents, shall have no liability whatsoever with respect to any matter arising out of the advertisement or sale of the Assets. Nothing shall be construed as a warranty that the Receiver, in its capacity as Receiver and Manager of Anterra, is the owner of the Assets or that the Assets are or will be free of any encumbrances, other than as expressly set forth herein. Notwithstanding anything contained or contemplated herein, the Receiver has and shall have no obligations or liabilities to the Purchaser, or any party claiming by, through or under the Purchaser, in respect of or under this Agreement or the Transaction provided for herein, any security or any other matter or thing in any way related to any of them, and all such obligations or liabilities are hereby released and waived by the Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PRICEWATERHOUSECOOPERS INC.

LIT, in its capacity as Receiver and Manager of Anterra Energy Inc., and not in its personal or corporate capacity

Per: 
Name: Jonathan Reimche
Title: Senior Vice President

ENERCAPITA ENERGY LTD.

Per: _____
Name: Trevor Duncan
Title: VP Business Development

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

PRICEWATERHOUSECOOPERS INC.

LIT, in its capacity as Receiver and Manager of Anterra Energy Inc., and not in its personal or corporate capacity

Per: _____

Name: Jonathan Reimche

Title: Senior Vice President

ENERCAPITA ENERGY LTD.

Per: _____

Name: Trevor Duncan

Title: VP Business Development

SCHEDULE "A"

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Land Schedule

Vendor File No.	Title Document	Legal Description	Vendor Working Interest
M215	CR PNG Lease 0582050140	Twp. 65 Rge. 15 W5M Sec 1 & 6 PNG from surface to base ROCK CREEK	100%

SCHEDULE "B"

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Wells, Pipelines and Facilities

Two Creek Well List

UWI	Location						Operator	Anterra WI%
	lsd	sec	twp	rge	mer			
100/06-06-065-15W5/0	100	06	08	065	15	5 0	Anterra	100%
100/01-01-065-16W5/0	100	01	01	065	16	5 0	Anterra	100%
100/03-01-065-16W5/0	100	03	01	065	16	5 0	Anterra	100%
100/05-01-065-16W5/0	100	05	01	065	16	5 0	Anterra	100%

***Other Equipment:

Location	Equipment	Size	WI
102/05-01-65-16W5	Pump Jack - Legrand	320	100
100/13-36-64-16W5	Pump Jack - Ampscot	D320	100
100/01-02-65-16W5	Pump Jack - Ampscot	320	100
12-1-65-16W5	Pump Jack - Legrand	320	100

*** specifically excluding EFX S145 booster (with Cat driver) Rental Agreement #10804 dated July 25, 2012 agreement with Enerflex.

Lic# 33551

Emulsion gathering lines

Line No	From Location	To Location	Status	Substance	Length (km)	Outside Diameter (mm)
3	01-01-065-16W5	03-01-065-16W5	Operating	Oil Well Effluent	0.590	88.90
4	03-01-065-16W5	03-01-65-16W5	Operating	Oil Well Effluent	0.030	88.90
8	03-01-065-16W5	12-08-065-15W5	Operating	Oil Well Effluent	5.300	168.30
19	02-01-065-16W5	03-01-065-16W5	Operating	Oil Well Effluent	0.370	88.90

SCHEDULE "E"

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Form of General Conveyance

THIS GENERAL CONVEYANCE made as of this ____ day of _____, 2018,

BETWEEN:

PRICEWATERHOUSECOOPERS INC. LIT, in its capacity as the receiver and manager of **ANTERRA ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

ENERCAPITA ENERGY LTD., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Alberta Court of Queen's Bench dated June 7, 2017 (Action No. 1701-07259), PRICEWATERHOUSECOOPERS INC. LIT was appointed receiver and manager of ANTERRA ENERGY INC.;

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

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

1. Definitions

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

"**Purchase Agreement**" means that Agreement of Purchase and Sale between Vendor and Purchaser dated January 18, 2018.

2. Conveyance

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

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

8. Counterpart Execution

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

[remainder of page intentionally left blank]

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

PRICEWATERHOUSECOOPERS INC. LIT
solely in its capacity as the receiver and manager
of **ANTERRA ENERGY INC.**, and not in its
personal or corporate capacity

ENERCAPITA ENERGY LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "F"

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Form of Officer's Certificate

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

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

RE: Agreement of Purchase and Sale dated January 18, 2018 between Vendor and Purchaser (the "Agreement")

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

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

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Section [•] of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this ____ day of _____, 2018.

[NAME OF VENDOR/PURCHASER]

Per: _____

Name: _____

Title: _____

SCHEDULE "G"

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Form of Vesting Order

See attached.

SCHEDULE "H"

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 18TH DAY OF JANUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND ENERCAPITA ENERGY LTD.

Form of Conditions Certificate

PURCHASER'S CONDITIONS CERTIFICATE

TO: PRICEWATERHOUSECOOPERS INC. LIT (the "Receiver")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 7.4 of that certain agreement of purchase and sale, dated as of January 18, 2018 (the "**Purchase Agreement**") between the Receiver, solely in its capacity as receiver and manager of **ANTERRA ENERGY INC.** (the "**Vendor**") and Enercapita Energy Ltd. (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Receiver, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that the Purchaser's Closing Conditions set out in Section 7.2 of the Purchase Agreement have been satisfied and/or waived.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the [●] day of [●], 2018.

ENERCAPITA ENERGY LTD.

Per: _____
Name:
Title:
Per: _____
Name:
Title:

APPENDIX “C”

Tallahassee redacted Purchase and Sale Agreement

AGREEMENT OF PURCHASE AND SALE

BETWEEN

**PRICEWATERHOUSECOOPERS INC. LIT,
in its capacity as court-appointed receiver and manager of
Anterra Energy Inc., and not in its personal or corporate capacity**

AND

TALLAHASSEE EXPLORATION INC.

BRETON, MATZIWIN AND NIPISI, ALBERTA

February 9, 2018

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
1.1 Definitions	1
1.2 Interpretation.....	8
1.3 Schedules	9
1.4 Interpretation if Closing does not Occur.....	9
1.5 Knowledge or Awareness	9
ARTICLE 2 PURCHASE AND SALE.....	9
2.1 Purchase and Sale	9
2.2 Purchase Price.....	10
2.3 Excluded Assets	10
2.4 Purchase Price Allocation.....	10
2.5 Deposit	10
2.6 Vesting Order Costs	11
2.7 Tax	11
ARTICLE 3 ADJUSTMENTS	12
3.1 Costs and Revenues to be Apportioned	12
3.2 Adjustments to Account.....	13
3.3 Disputes	14
3.4 Post-Closing Accounting	14
3.5 Deposits, Cash Calls and Operating Funds.....	14
ARTICLE 4 VENDOR'S AND PURCHASER'S COVENANTS	14
4.1 Vendor's Covenants	14
4.2 Maintenance of Assets	15
4.3 Purchaser's Covenants.....	17
4.4 Rights of First Refusal	17
ARTICLE 5 CLOSING	18
5.1 Closing	18
5.2 Operatorships	18
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	18
6.1 Vendor's Representations and Warranties	18
6.2 Purchaser's Representations and Warranties.....	20
6.3 Enforcement of Representations and Warranties.....	21
ARTICLE 7 CLOSING CONDITIONS.....	22
7.1 Vendor's Closing Conditions	22
7.2 Purchaser's Closing Conditions.....	23
7.3 Parties to Exercise Diligence and Good Faith with respect to Conditions	24
7.4 Condition Certificate and Receiver's Certificate.....	24
ARTICLE 8 PURCHASER LIABILITY AND INDEMNIFICATION	24
8.1 Purchaser Liability	24

ARTICLE 9 LIABILITY FOR ENVIRONMENTAL MATTERS AND ABANDONMENT AND RECLAMATION OBLIGATIONS.....	25
9.1 Environmental Liability	25
ARTICLE 10 NO LIABILITY AND INDEMNIFICATION BY VENDOR.....	25
10.1 No Vendor Liability	25
ARTICLE 11 CONVEYANCES AND TRANSFER.....	25
11.1 Conveyances	25
11.2 License and Authorization Transfers	26
ARTICLE 12 COURT PROCEEDINGS	27
12.1 Court Proceedings	27
ARTICLE 13 TERMINATION	27
13.1 Termination.....	27
ARTICLE 14 FURTHER ASSURANCES.....	27
14.1 Further Assurances.....	27
ARTICLE 15 CONSTRUCTION	27
15.1 Construction.....	27
ARTICLE 16 TIME	27
16.1 Time	27
ARTICLE 17 ADDRESSES	27
17.1 Addresses	27
ARTICLE 18 LIMITATIONS	28
18.1 Limitations	28
ARTICLE 19 PRIOR AGREEMENTS AND AMENDMENTS.....	29
19.1 Prior Agreements and Amendments	29
ARTICLE 20 ENTIRE AGREEMENT	29
20.1 Entire Agreement	29
ARTICLE 21 SURVIVAL.....	29
21.1 Survival.....	29
ARTICLE 22 ENUREMENT	30
22.1 Enurement	30
ARTICLE 23 RECEIVER'S DISCLAIMER	30
23.1 Receiver's Disclaimer	30
ARTICLE 24 COUNTERPART EXECUTION.....	31
24.1 Counterpart Execution	31

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 9th day of February, 2018,

BETWEEN:

PRICEWATERHOUSECOOPERS INC. LIT, in its capacity as court-appointed receiver and manager of Anterra Energy Inc., and not in its personal or corporate capacity (the "**Receiver**" or "**Vendor**")

- and -

TALLAHASSEE EXPLORATION INC., a corporation incorporated under the laws of Alberta (the "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Madam Justice Campbell of the Alberta Court of Queen's Bench granted on June 7, 2017, the Vendor was appointed receiver and manager of all of Anterra's Property, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, 99(a) of the Business Corporations Act, RSA 2000, c B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7;

AND WHEREAS the Vendor desires to sell and convey the Assets to the Purchaser and the Purchaser desires to purchase and receive the Assets from the Vendor on the terms and conditions set out herein;

NOW THEREFORE in consideration of the premises, mutual covenants, agreements and warranties in this Agreement, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals, this Section 1.1 and each Schedule), unless the context otherwise requires or unless otherwise defined herein, the following words and phrases shall have the meanings set forth below:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations and liabilities to:
 - (i) abandon the Wells and close, decommission, dismantle and remove all structures, foundations, buildings, pipelines, equipment, tanks and other facilities and Tangibles that are or were located in or on the Lands or lands used, previously used or useful or intended for use in respect of or in connection with the Lands; and
 - (ii) restore, remediate and reclaim any surface and subsurface locations of the lands on which the Wells, structures, foundations, buildings; pipelines, equipment, tanks and other facilities described in Section 1.1(a)(i) are or were located and all lands used to gain access to any of them, all in accordance with generally accepted industry practices in the province where the Assets are located and in compliance with all Applicable Laws and the Title and Operating Documents;

- (b) "**Adjusted Purchase Price**" means the Purchase Price, plus or minus (as applicable) the net amount of the final adjustments made pursuant to Article 3, and set forth in the Final Statement of Adjustments defined at Section 3.2(a);
- (c) "**Agreement**" means this document, together with the Schedules attached hereto and made a part hereof;
- (d) "**Anterra**" means Anterra Energy Inc.;
- (e) "**Anterra's interest**" means all of the right, title, estate and interest of Anterra whether absolute or contingent, legal or beneficial, present or future, vested or not and whether or not an "**interest in land**";
- (f) "**Applicable Laws**" means, in relation to any Person, asset, transaction, event or circumstance: (i) statutes; (ii) judgments, decrees and orders of courts of competent jurisdiction; (iii) rules, regulations, orders, ordinances and directives issued by Government Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (g) "**Assets**" means Anterra's interest in and to the Petroleum and Natural Gas Rights, Tangibles, the Wells and the Miscellaneous Interests;
- (h) "**Assumed Contracts**" means the contracts and agreements listed in Schedule "C";
- (i) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- (j) "**Claims**" means all claims against Anterra or against the Assets of every nature of kind whatsoever and howsoever arising including, without limiting the generality of the foregoing, all encumbrances, liens, charges, pledges, mortgages and security interests, but excluding Permitted Encumbrances and any security for borrowings made by the Receiver;
- (k) "**Closing**" means the transfer of the Assets by the Vendor to the Purchaser and the payment by the Purchaser to the Vendor of the purchase consideration therefore and the completion of all matters incidental thereto as are contemplated herein to be completed on the Closing Date;
- (l) "**Closing Date**" means 10:30 a.m. (Calgary time) on the later of February 23, 2018 or the fifth Business Day immediately following the granting of the Vesting Order or such other time or date as may be agreed to by the Purchaser and the Vendor;
- (m) "**Conditions Certificate**" has the meaning ascribed to that term in Section 7.4;
- (n) "**Court**" means the Court of Queen's Bench of Alberta, Judicial District of Calgary;
- (o) "**Data**" means all contracts, agreements, files, records, books, maps, documents, licenses, reports, cores, samples, cuttings, findings and other data and information, including data and information contained on hard drives or other computer devices or networks, directly related to the Petroleum and Natural Gas Rights, the Wells and the Tangibles including well files, lease files, agreement files and production records (including title and operating documents) directly related to the Lands and such of the foregoing as pertain to seismic, geological, geophysical, geochemical and mineralogical matters;

- (p) **"Deposit"** means the deposit provided for in Section 2.5;
- (q) **"Dollar"** or **"\$"** means a dollar of the lawful money of Canada;
- (r) **"Effective Date"** means 12:01 a.m. (Calgary time) on August 1, 2017;
- (s) **"Environment"** means the components of the earth and includes ambient air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components, and any derivative thereof shall have a corresponding meaning;
- (t) **"Environmental Liabilities"** means all past, present and future obligations and liabilities of whatsoever nature or kind arising from or relating to, directly or indirectly: (i) Environmental Matters; (ii) past, present and future non-compliance with, violation of or liability under Applicable Laws relating to the Environment, applicable to or otherwise involving the Assets; or (iii) Abandonment and Reclamation Obligations;
- (u) **"Environmental Matters"** means any activity, event or circumstance in respect of or relating to: (i) the storage, use, holding, collection, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling, transportation or Release of Hazardous Substances; (ii) the protection of the Environment; or (iii) pollution, reclamation, remediation or restoration of the Environment; in each case relating to the Lands or the Assets or that has or have arisen or hereafter arise from or in respect of past, present or future operations, activities or omissions in or on the Lands or in respect of or otherwise involving the Assets, including obligations to compensate Third Parties for Losses and Liabilities;
- (v) **"Facilities"** means Anterra's interest in and to all production facilities (downstream of the wellhead of any Well), flow lines, any dehydration or other field processing or storage facilities and pipelines used in connection with the transportation, processing or storage of Petroleum Substances as set forth in Schedule "B";
- (w) **"Government Authority"** means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, regulatory body, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;
- (x) **"GST"** means goods and services tax payable pursuant to the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended, and the Regulations thereunder, or under any provisional legislation similar to the *Excise Tax Act* (Canada) and imposing a value-added tax, and shall include the provincial component of any harmonized sales tax;
- (y) **"Hazardous Substances"** means hazardous or toxic substances, hazardous wastes, radioactive substances, asbestos, dangerous goods and Petroleum Substances, including any and all substances and wastes regulated under Environmental Law;
- (z) **"Identified ROFRs"** means the ROFRs set forth and described in Schedule "H";
- (aa) **"IFRS"** means International Financial Reporting Standards, as issued by the International Accounting Standards Board;
- (bb) **"Interim Period"** means the period from and including the Effective Date up to Closing;

- (cc) "**Lands**" means Anterra's interest in and to the lands set forth and described in Schedule "A", insofar as rights to the Petroleum Substances underlying those Lands are granted by the Leases;
- (dd) "**Leases**" means, collectively, Anterra's interest in and to all leases, reservations, permits, licenses, certificates of title or other documents of title (or any replacement thereof, renewal or extension thereof or leases derived therefrom) by virtue of which the holder thereof is entitled to drill for, win, take, own and remove Petroleum Substances within, upon or under all or any part of the Lands or by virtue of which the holder thereof is deemed to be entitled to a share of the Petroleum Substances removed from the Lands or any lands with which the Lands are pooled or unitized and includes, if applicable, all renewals and extensions of such documents and all documents issued in substitution therefore, including those documents of title set forth and described in Schedule "A";
- (ee) "**License 23285-53**" shall have the meaning ascribed to that term in Schedule "B";
- (ff) "**Losses and Liabilities**" means, in relation to a matter, any and all:
 - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) suffered, sustained, paid or incurred, directly or indirectly, in connection with such matter and includes costs of legal counsel (on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes taxes payable on any settlement payment or damage award in respect of such matter; and
 - (ii) liabilities and obligations (whether under common law, in equity, under Applicable Law or otherwise; whether tortious, contractual, vicarious, statutory or otherwise, whether absolute or contingent; and whether based on fault, strict liability or otherwise) suffered, sustained, paid or incurred as a result of or in connection with such matter;
- (gg) "**Miscellaneous Interests**" means Anterra's interest in and to all property, assets and rights (other than the Petroleum and Natural Gas Rights, the Wells and the Tangibles) pertaining or ancillary to the Petroleum and Natural Gas Rights, the Wells and the Tangibles, and to which Anterra is entitled at the Effective Date, including but not limited to, such interests of Anterra in and to:
 - (i) all contracts, agreements, books, records, files, maps and documents to the extent that they relate to the Petroleum and Natural Gas Rights, the Wells or the Tangibles, including the Assumed Contracts and the Title and Operating Documents and any rights of Anterra in relation thereof;
 - (ii) the Surface Interests;
 - (iii) geological, geochemical and mineralogical data, reports and findings and archive samples, and all core or liquid samples and cuttings;
 - (iv) all proprietary raw and processed seismic data owned, in the possession or control of or legally transferable by Anterra;
 - (v) all engineering information, to the extent relating to the Petroleum and Natural Gas Rights, the Wells or the Tangibles which Anterra has in its custody or has access, excluding any such information which is subject to confidentiality restrictions; and
 - (vi) the Wells, including the entire wellbores and casings;

- (hh) **"Parties"** means the parties to this Agreement and their respective successors and permitted assigns and **"Party"** means any one of them;
- (ii) **"Permitted Encumbrances"** means, as of a particular time, any of the following:
- (i) easements, rights of way, servitudes, permits, licenses and other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cable;
 - (ii) the right reserved to or vested in any Government Authority by the terms of any Title and Operating Document, lease, license, franchise, grant or permit or by any Applicable Law, to terminate any such Title and Operating Document, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
 - (iii) the right reserved to or vested in any Government Authority to levy taxes on Petroleum Substances or the income or revenue attributable thereto and governmental requirements and limitations of general application;
 - (iv) rights reserved to or vested in any Government Authority to control or regulate any of the Assets in any manner;
 - (v) liens granted in the ordinary course of business to a public utility or Government Authority in connection with operations on or in respect of the Lands;
 - (vi) the express or implied reservations, limitations, provisos and conditions in any original grants from the Crown of any of the lands or interests therein and statutory exceptions to title;
 - (vii) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or encumbrances arising in the ordinary course of business for payments not yet delinquent that are inchoate and have not been perfected pursuant to law or that are contained in joint operating agreements or similar agreements covering the Assets or if delinquent, that are being contested in good faith;
 - (viii) all royalties, overriding royalties, net profits interests, reversionary interests, carried interests, and other royalty burdens applicable in respect of the Lands;
 - (ix) all liens, adverse claims, penalties, conversions and other encumbrances identified in the Schedule "A";
 - (x) abandonment, plugging and surface restoration obligations;
 - (xi) the terms and conditions of the Leases and the Title and Operating Documents, including any depth limitations or similar limitations that may be set forth therein;
 - (xii) any other circumstance, matter or thing disclosed in any Schedule hereto; and
 - (xiii) any encumbrances that will not be released by the Vesting Order;

- (jj) **"Person"** means an individual, a partnership, a corporation, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual, and words importing persons having a similar meaning;
- (kk) **"Petroleum and Natural Gas Rights"** means Anterra's interest in and to the Lands and the Leases, subject in all events to the Permitted Encumbrances;
- (ll) **"Petroleum Substances"** means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to or produced in conjunction with any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and hydrogen sulphide;
- (mm) **"Place of Closing"** means the offices of Bennett Jones LLP, located at 4500, 855 2nd Street SW, Calgary, Alberta, T2P 4K7;
- (nn) **"Prime Rate"** means the rate of interest (expressed as a rate per annum) used by the main branch of the Canadian Western Bank in Calgary, Alberta from time to time as the reference rate used in determining the rates of interest payable on Canadian dollar commercial demand loans made by such financial institution in Canada and which is announced by such financial institution, from time to time, as its "prime rate";
- (oo) **"Property"** has the meaning given to it in the Receivership Order;
- (pp) **"Purchase Price"** shall have the meaning ascribed to that term in Section 2.2;
- (qq) **"Purchaser's Closing Conditions"** has the meaning ascribed to that term in Section 7.2;
- (rr) **"Receiver's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Vesting Order, to be delivered by the Receiver to the Purchaser on Closing and thereafter filed by the Receiver with the Court certifying that the Transaction has been completed to the satisfaction of the Receiver;
- (ss) **"Receiver's Counsel"** means Bennett Jones LLP;
- (tt) **"Receivership Order"** means the order issued by the Court in Action No. 1701- 07259 on June 7, 2017, as amended, modified or supplemented from time to time;
- (uu) **"Regulations"** means all statutes, laws, rules, orders and regulations in effect from time to time and made by governments or governmental boards or agencies having jurisdiction over the Assets;
- (vv) **"Release"** means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance into or through the Environment or into or out of any lands, including the movement of a Hazardous Substance through or in any part of the Environment;
- (ww) **"Representatives"** means, with, respect to any Party, the directors, officers, servants, agents, advisors, employees, consultants and representatives of that Party;
- (xx) **"Retainer"** has the meaning ascribed to that term in Section 2.6;

- (yy) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (zz) "**ROFR Notice**" has the meaning ascribed to that term in Section 4.4(b);
- (aaa) "**Sale Process Order**" means the order issued by the Court in Action No. 1701- 07259 on June 23, 2017, with respect to the sale and investment solicitation process for a sale of all or part of Anterra's assets and business operations, as amended, modified or supplemented from time to time;
- (bbb) "**Sales Taxes**" means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind, and includes, but is not limited to, additions by way of penalties, interest and other amounts with respect thereto, but excludes GST;
- (ccc) "**Specific Conveyances**" means such assignments, conveyances, notices, transfers, novations and other documents relating to the Assets reasonably required or desirable, in accordance with normal oil and gas industry practices, to convey, assign and transfer the Assets to the Purchaser and to novate the Purchaser into the Title and Operating Documents in the place and stead of Anterra, as the case may be;
- (ddd) "**Surface Interests**" means Anterra's interest in and to all rights to enter upon, use, occupy and enjoy the surface of the Lands and any lands upon which the Wells or the Tangibles are located and any lands used to gain access thereto, in each case, for purposes related to the use or ownership of the Petroleum and Natural Gas Rights, the Tangibles or the Wells or operations, whether the same are held by right of way, or otherwise;
- (eee) "**Tangibles**" means Anterra's interest in and to the Facilities, and all other tangible depreciable property and assets situate in, on or about the Lands or lands pooled or unitized therewith, used in connection therewith or with production, gathering, processing, transmission, measurement or treatment operations relating to the Petroleum and Natural Gas Rights, excluding any wells that are located on the Lands (whether producing, suspended, capped, previously abandoned or used as water source, service, injection, observation, delineation or disposal wells, including the Wells);
- (fff) "**Tax**" means GST and any other land transfer tax payable by the Purchaser in connection with its acquisition of the Assets;
- (ggg) "**Third Party**" means any Person other than the Parties or their Representatives;
- (hhh) "**Title and Operating Documents**" means all agreements, contracts, instruments and other documents that govern the ownership, operation or use of the Assets or relate to Permitted Encumbrances, including: (i) the Leases and other agreements and instruments pursuant to which the Petroleum and Natural Gas Rights were issued, granted or created; (ii) permits, licenses, approvals and authorizations; (iii) operating agreements, unit agreements, production allocation agreements, trust declarations, participation agreements, joint venture agreements, farm-in agreements, farmout agreements and royalty agreements; (iv) agreements that create or relate to Surface Interests; (v) agreements for the construction, ownership and/or operation of the Tangibles or the Wells; (vi) trust declarations and other documents and instruments that evidence Anterra's interests in the Assets; and (vii) trust declarations pursuant to which Anterra holds interests in the Lands in trust for other Persons;

- (iii) **"Transaction"** means the transaction for the purchase and sale of the Assets as contemplated by this Agreement;
- (jjj) **"Transfer Date"** has the meaning ascribed to that term in Section 2.3;
- (kkk) **"Transfer Notice"** has the meaning ascribed to that term in Section 2.3;
- (lll) **"Vendor's Closing Conditions"** has the meaning ascribed to that term in Section 7.1;
- (mmm) **"Vesting Order"** means an order to be granted by the Court in connection with the sale of the Assets by the Vendor to the Purchaser, substantially in the form of the order attached hereto as Schedule "F".
- (nnn) **"Vesting Order Costs"** has the meaning ascribed to that term in Section 2.6; and
- (ooo) **"Wells"** means the wells described in Schedule "A", and excluding, for greater certainty, any wells not described in Schedule "A".

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) the headings in this Agreement are inserted for convenience or reference only and shall not affect the meaning, interpretation or construction of this Agreement;
- (b) all documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict;
- (c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force at the date hereof;
- (d) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and *vice versa*, as the context requires;
- (e) the words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement;
- (f) reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified;
- (g) if any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict;
- (h) "include" and derivatives thereof shall be read as if followed by the phrase "without limitation";
- (i) all references to currency shall mean CAD, unless otherwise specifically stated;

- (j) where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires;
- (k) terms and expressions that are not specifically defined in this Agreement, but which have generally accepted meanings in the custom and usage of the petroleum and natural gas industry in Western Canada as of the date of this Agreement, will have such generally accepted meanings when used in this Agreement unless the contrary is specified or provided for elsewhere in this Agreement; and
- (l) wherever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment must be made or action taken on the next Business Day and time periods within or following which any payment is to be made or any act is to be done under this Agreement will be calculated by excluding the day on which the period commences and including the day on which such period ends.

1.3 Schedules

The following schedules are attached to and form part of this Agreement:

Schedule "A"	Land Schedule
Schedule "B"	Wells and Facilities
Schedule "C"	Assumed Contracts
Schedule "D"	Form of General Conveyance
Schedule "E"	Form of Officer's Certificate
Schedule "F"	Form of Vesting Order
Schedule "G"	Form of Conditions Certificate
Schedule "H"	Identified ROFRs

1.4 Interpretation if Closing does not Occur

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

1.5 Knowledge or Awareness

References to a Party's knowledge or awareness and similar references contained in Sections 6.1 and 6.2 mean the actual knowledge or awareness, as the case may be, of the officers of such Party who are primarily responsible for the matters in question, and does not include knowledge and awareness of any other Person or any constructive or imputed knowledge. A Party shall not have any obligation to make inquiry of any Person or the files and records of any Person or of any Government Authority in connection with any representations and warranties contained herein that are made to its knowledge, information, belief or awareness.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

The Vendor, exercising the powers of sale granted pursuant to the Receivership Order and the Sale Process Order, agrees to sell and convey the Assets to the Purchaser and the Purchaser agrees to purchase and receive the Assets from the Vendor, all in accordance with and subject to the terms and conditions set forth in this Agreement.

2.2 Purchase Price

The purchase price to be paid by the Purchaser to the Vendor for the Assets shall be [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be paid by the Purchaser to the Vendor at the Place of Closing on the Closing Date by way of bank draft, certified cheque or wire transfer.

In the determination of the Purchase Price payable for the Assets, the Vendor and the Purchaser are in agreement that the extent and value of past, present and future environmental, abandonment or reclamation liabilities related to the Assets is unknown as of the Closing Date, and as such the Parties have not attributed a specific or agreed to value with regard to either: (a) such liabilities; or (b) the indemnities provided for in this Agreement, nor shall there be any adjustments made to the Purchase Price in relation thereto.

2.3 Excluded Assets

Notwithstanding anything to the contrary contained herein, the transfer of License 23285-53 by the Vendor to the Purchaser shall not occur, and the Purchaser shall acquire no interest therein or obligation with respect thereto, until the Purchaser delivers written notice to the Vendor of its confirmation to accept such transfer (the "**Transfer Notice**") on or before March 30, 2018 or such other time or date as may be agreed to by the Parties (the "**Transfer Date**"), in which case each Party shall deliver to the other Party such other documentation as may reasonably be required to give effect to such transfer. Further, the Purchaser shall have the right to exclude License 23285-53 from the Assets by written notice to the Vendor at any time on or before the Transfer Date. If the Purchaser notifies the Vendor of such exclusion or does not deliver the Transfer Notice in accordance with this Section 2.3, License 23285-53 shall be deemed to be removed from Schedule "B" and shall not form part of the Transaction. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that it shall have no right or other entitlement to any abatement or reduction in the Purchase Price as a result of, arising from or in connection with the exclusion of License 23285-53 from the Assets as contemplated by this Section 2.3 and there shall be no adjustment to the Purchase Price in connection therewith pursuant to Article 3. Following execution of this Agreement and before the earliest of March 30, 2018, the Transfer Date or the date on which the Purchaser elects to exclude License 23285-53 from the Assets in accordance with this Section 2.3, the Vendor shall provide the Purchaser with such information in all material respects about the insurance matter with respect to License 23285-53, including, without limitation, all documents related thereto and communications with the insurer and any Government Authority and claims and reclamation work with respect thereto, as may be reasonably requested by the Purchaser.

2.4 Purchase Price Allocation

Subject to Section 3.2(d), the Purchase Price shall be allocated amongst the Assets as follows:

- | | | |
|-----|--|------------|
| (a) | To Petroleum and Natural Gas Rights and related Wells: | [REDACTED] |
| (b) | To Tangibles: | [REDACTED] |
| (c) | To Miscellaneous Interests: | [REDACTED] |
| | TOTAL | [REDACTED] |

2.5 Deposit

The Parties acknowledge that a deposit in the amount of [REDACTED] representing twenty percent (20%) of the Purchase Price, has been provided by the Purchaser to the

Vendor upon execution of this Agreement to be released only in accordance with the provisions of this Section 2.5. The Deposit shall be held in trust by the Vendor until one of the following events occur:

- (a) if Closing occurs, the Deposit shall be credited to the Vendor at Closing for its own account absolutely and be applied as partial payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by the Purchaser or the failure of the Purchaser to fulfill the conditions in Sections 7.1(a) to (f) (provided that for greater certainty, with respect to the conditions in Sections 7.1(e) and (f) such failure is due to matters within the reasonable control of the Purchaser, as applicable) the Deposit shall be forfeited by the Purchaser to the Vendor (and for the account of the Vendor absolutely); and
- (c) if Closing does not occur due to any reason other than as addressed by Section 2.5(b), the Deposit shall be paid to the Purchaser for the account of the Purchaser absolutely.

In the event of termination of this Agreement under Section 2.5(b) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit constitutes a genuine pre estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre estimate of the Vendor's damages.

2.6 Vesting Order Costs

The Purchaser hereby agrees to be responsible for all reasonable costs and expenses of the Receiver associated with bringing the sale approval application and obtaining the Vesting Order in respect of the Transaction (the "**Vesting Order Costs**"). The Parties acknowledge that the Purchaser has paid a retainer (the "**Retainer**") of \$10,000 to the Receiver's Counsel, in trust for the Receiver, before the execution of this Agreement. Upon a final accounting of the Vesting Order Costs to be completed by the Receiver within 30 days of Closing, the Purchaser and the Receiver will direct Receiver's Counsel to use the Retainer to pay the Vesting Order Costs, with any remaining portion of the Retainer to be promptly returned to the Purchaser. If the amount of the Retainer is not enough to satisfy the Vesting Order Costs, the Purchaser shall promptly pay to the Receiver the amount of any shortfall. The Retainer shall be refundable to the Purchaser only in the event that the Receiver does not bring the sale approval application for the Vesting Order or this Agreement is otherwise terminated in accordance with the terms of this Agreement prior to the Receiver filing the sale approval application for the Vesting Order.

2.7 Tax

- (a) The Purchase Price does not include GST. The GST Registration Number of Anterra is 8665 04129 RT0002. The GST Registration Number of the Purchaser is 8503 86509 RT0001. The Purchaser shall be liable for the payment and remittance of any additional amount of GST payable in respect of the purchase of the Assets pursuant hereto, including any interest, penalties, or any other costs payable in respect of such additional GST, and shall indemnify and save harmless the Vendor in respect thereof.
- (b) The Parties acknowledge and agree that the Purchase Price is exclusive of all Sales Taxes. The Purchaser shall be solely responsible for all Sales Taxes which may be imposed by any Government

Authority and which pertain to the Purchaser's acquisition of the Assets or to the registration of any Specific Conveyances necessitated hereby. Except where the Vendor is required under Applicable Laws to collect or pay such Sales Taxes, the Purchaser shall pay such Sales Taxes directly to the appropriate Government Authority or other entity within the required time period and shall file all necessary documentation with respect to such Sales Taxes when due. The Vendor will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner. If the Vendor is required under Applicable Laws to pay any such Sales Taxes, the Purchaser shall either pay the amount of such Sales Taxes to the Vendor at Closing or promptly reimburse Vendor the full amount of such Sales Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Sales Taxes. The Purchaser shall be responsible for the payment of any amount of Sales Taxes payable in respect of its purchase of the Assets pursuant hereto and any interest and penalties payable in respect thereto and shall indemnify and save harmless the Vendor in respect thereof.

ARTICLE 3 ADJUSTMENTS

3.1 Costs and Revenues to be Apportioned

(a) Apportionment of Costs and Expenses

Except as otherwise provided in this Agreement, all costs and expenses relating to the Assets (including, without limitation, maintenance, development, capital and operating costs) and all revenues relating to the Assets (including, without limitation, proceeds from the sale of production and fees from processing, treating or transporting Petroleum Substances on behalf of Third Parties) shall be apportioned as of the Effective Date between the Vendor and the Purchaser on an accrual basis in accordance with IFRS, provided that:

- (i) deposits made by the Vendor relative to operations on the Lands shall be returned to the Vendor;
- (ii) costs and expenses of work done, services provided and goods supplied shall be deemed to accrue for the purposes of this Section 3.1(a) when the work is done or the goods (other than inventory) or services are provided, regardless of when such costs and expenses become payable;
- (iii) except as otherwise provided herein, no adjustment shall be made in respect of the Vendor's overhead;
- (iv) where Anterra is the operator, the Vendor will be entitled to all overhead recoveries and operator's fees and the costs incurred by the Receiver in retaining the services of a contract operator in connection with well-related issues for the period up to the Effective Date and thereafter until it ceases to perform the operator's duties; and
- (v) all rentals and similar payments in respect of the Leases or Surface Interests comprised in the Assets and all taxes (other than income taxes) levied with respect to the Assets or operations in respect thereof shall be apportioned between the Vendor and the Purchaser on a *per diem* basis as of the Effective Date.

(b) **Retention of Petroleum Substances**

Petroleum Substances attributable to the Assets which were produced but not sold as of the Effective Date shall be retained by the Vendor and the Vendor shall be responsible for all royalties or other encumbrances thereon. Petroleum Substances will be deemed to be sold on a first in, first out basis. The Vendor shall measure the Petroleum Substances as at the Effective Date and report to the Purchaser with respect thereto forthwith upon completion thereof.

(c) **Benefits and Obligations**

Subject to the foregoing provisions of this Section 3.1, for the purposes of the Interim Period, all benefits and obligations relating to the Assets, including revenue, expenses, operating costs and expenses, capital costs, lease rentals, royalty obligations and the proceeds from the sale of production from the Lands, are to be received by or paid by the Vendor and adjusted for on the Final Statement of Adjustments (as defined in Section 3.2(a)) in an amount equal to:

- (i) the proceeds from the sale of production from the Lands for the Interim Period, minus;
- (ii) all royalties and operating expenses for the Interim Period, minus;
- (iii) those capital expenses for which the Purchaser is responsible for during the Interim Period.

3.2 Adjustments to Account

(a) **Final Accounting**

A final accounting of the adjustments (the "**Final Statement of Adjustments**") pursuant to Section 3.1, including the final Adjusted Purchase Price based thereon, shall be conducted within 120 days following the Closing Date. All adjustments after Closing shall be settled by payment by the Party required to make payment hereunder within 30 days of being notified of the determination of the amount owing.

(b) **Audit**

For a period of 20 Business Days following receipt by the Purchaser of the Final Statement of Adjustments pursuant to Section 3.2(a), the Purchaser may audit the books, records and accounts of the Vendor respecting the Assets, for the purpose of effecting adjustments pursuant to this Section. Such audit shall be conducted upon reasonable notice to the Vendor at the Vendor's offices during the Vendor's normal business hours, and shall be conducted at the sole expense of the Purchaser.

(c) **Payment of Adjustments**

All adjustments provided for in this Section shall be adjustments to the Purchase Price. For greater certainty: (i) the Purchaser shall pay to the Vendor the amount by which the Adjusted Purchase Price exceeds the Purchase Price (if any); and (ii) the Vendor shall pay to the Purchaser the amount by which the Purchase Price exceeds the Adjusted Purchase Price (if any). An adjustment payable by a Party after Closing pursuant to this Article 3 which is not paid within 30 days of a written request for payment from the other Party, shall bear interest at the Prime Rate plus two percent (2%) per annum payable by the paying Party to the other Party from the end of such 30 day period until the adjustment is paid.

(d) **Allocation of Adjustments**

The adjustments to be made pursuant to this Article 3 shall be allocated to the Petroleum and Natural Gas Rights.

3.3 Disputes

Any dispute between the Parties respecting the requirement for, or the amount of, an adjustment pursuant to the provisions of this Article 3 shall be resolved by negotiation as between the Parties, failing resolution of which the Vendor shall submit such dispute to the Court in accordance with Article 12.1 hereof.

3.4 Post-Closing Accounting

At any time prior to the lesser of (a) 120 days after Closing and (b) the discharge of the Vendor as the receiver and manager of Anterra, the Parties shall provide reasonable assistance to each other in the remittance or recoupment of any overpayment or underpayment of royalties relating to the Assets.

3.5 Deposits, Cash Calls and Operating Funds

The Assets do not include deposits made by the Vendor which relate to the Assets or cash call advances, operating fund payments or similar advances made by the Vendor to an operator of the Assets. Such amounts shall, at the option of the Vendor, either be returned to the Vendor and (if required) replaced by the Purchaser or be transferred by the Vendor to the Purchaser, in which event the Purchaser shall reimburse the amount thereof to the Vendor.

**ARTICLE 4
VENDOR'S AND PURCHASER'S COVENANTS**

4.1 Vendor's Covenants

On the Closing Date, the Vendor shall deliver to the Purchaser:

- (a) a certified copy of the Vesting Order;
- (b) a general conveyance for the Petroleum and Natural Gas Rights, Wells, Tangibles and Miscellaneous Interests substantially in the form attached as Schedule "D" (the "**General Conveyance**") executed by the Vendor;
- (c) an officer's certificate substantially in the form attached as Schedule "E" executed by the Vendor;
- (d) original copies of the Data which it has in its possession;
- (e) a receipt for the Purchase Price and all GST payable pursuant to Section 2.7(a);
- (f) any Specific Conveyances to be delivered at Closing pursuant to Article 11;
- (g) discharge of security held by each of Canadian Western Bank, the Receiver, and Western Union Petro International Co. Ltd. against the Assets including no interest letters and discharge by Canadian Western Bank of Security Notice against AB Cr. Lease 0585100521;
- (h) such other documentation as may be specifically referenced herein or as may reasonably be required by the Purchaser; and

- (i) a waiver of the Identified ROFRs (if any) that has been obtained by the Vendor prior to the Closing.

4.2 Maintenance of Assets

(a) Maintenance of Assets Prior to Closing

During the Interim Period, the Vendor shall, to the extent that the nature of its interest permits, and subject to the Title and Operating Documents:

- (i) subject to the terms of the Receivership Order, operate and maintain the Assets in a proper and prudent manner in accordance with good oil and gas industry practices and in material compliance with all Applicable Laws;
- (ii) pay or cause to be paid all costs and expenses relating to the Assets which become due; and
- (iii) subject to the terms of the Receivership Order, perform and comply with all covenants and conditions contained in the Title and Operating Documents and any other agreements and documents to which the Assets are subject;

provided that where Anterra is not the operator, the Vendor shall be obligated to do only that which a prudent non-operator would be expected to do in similar circumstances in accordance with accepted industry practices.

(b) Consent of Purchaser

Notwithstanding Section 4.2(a), from the date hereof until the Closing Date:

- (i) the Vendor shall not, without the written consent of the Purchaser, which consent shall not be unreasonably withheld by the Purchaser and which, if provided, will be provided in a timely manner:
 - (A) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which the Vendor's share is in excess of \$2,500, except in case of an emergency or in respect of amounts which the Vendor is committed to expend or is deemed to authorize without its specific authorization or approval in which event the Vendor shall promptly provide the Purchaser with reasonable particulars including the Vendor's estimate of all associated expenditures;
 - (B) surrender or abandon any of the Assets;
 - (C) amend or terminate any Title and Operating Document or enter into any new agreement or commitment relating to the Assets; or
 - (D) sell, encumber, remove or otherwise dispose of any of the Assets or any part or portion thereof except sales of Petroleum Substances in the normal course of business.

The failure of the Purchaser to respond to a written request of the Vendor for approval of any of the matters described in (A) to (D) inclusive, above, within five

(5) Business Days of the Vendor delivering such request, shall be deemed to be a consent thereto.

- (ii) In the event that the Purchaser wishes to make a commitment or authorize any capital expenditure and the Vendor is not in agreement with the decision of the Purchaser in this regard, the Purchaser shall pay to the Vendor the dollar amount which is the subject of the proposed commitment or authorization prior to the Vendor being required to make the commitment or give the authorization to the relevant Third Party.

(c) **Post-Closing Covenants**

Following Closing:

- (i) The Vendor shall hold its title to the Assets in trust for the Purchaser, as bare legal trustee, until all necessary notifications, registrations and other steps required to transfer such title to the Purchaser have been completed.
- (ii) The Vendor shall represent the Purchaser in all matters arising under a Title and Operating Document until the Purchaser is substituted as a party thereto in the place of the Vendor, whether by novation, notice of assignment or otherwise and, in furtherance thereof:
 - (A) all payments relating to the Assets received by the Vendor pursuant to the Title and Operating Document, other than those to which the Vendor is entitled under Article 3, shall be received and held by the Vendor for the Purchaser and the Vendor shall remit such amounts to the Purchaser as soon as is reasonably practicable, but in any event subject to and in accordance with the final accounting procedure contemplated in Section 3.2;
 - (B) the Vendor shall forward to the Purchaser all statements, notices and other information received by it pursuant to such Title and Operating Document that pertain to the Assets promptly following their receipt by the Vendor; and
 - (C) the Vendor shall forward to other parties to the Title and Operating Document such notices and elections pursuant to such Title and Operating Document pertaining to the Assets as the Purchaser may reasonably request.

(d) **Purchaser's Indemnity**

The Purchaser shall indemnify and save harmless the Vendor from and against all of the Vendor's Losses and Liabilities arising as a consequence of the provisions of Section 4.2, except to the extent caused by the gross negligence or willful misconduct of the Vendor or its Representatives and except for the Vendor's overhead and general administrative costs. Acts or omissions taken by the Vendor or its Representatives with the approval of the Purchaser shall not constitute gross negligence or willful misconduct for purposes of this Section 4.2(d). This indemnity shall survive Closing and continue for an indefinite period.

(e) **Transfer of Operatorship**

The Purchaser acknowledges that the Vendor may not be able to transfer operatorship of all or any of the Assets to the Purchaser at or after Closing. The Vendor shall take all such commercially reasonable actions as the Purchaser may request in order for the Purchaser to obtain the appropriate

consents and approvals for the assignment and transfer to the Purchaser of operatorship of those of the Assets which Anterra currently operates.

(f) **Removal of Signs**

At and after Closing, the Vendor may remove any signs which indicate its ownership or operation of the Assets. The Purchaser will be responsible to erect or install signs required by Government Authorities to indicate that the Purchaser is the operator of the Assets of which it becomes the operator and to notify other working interest owners, gas purchasers, suppliers, contractors, Government Authorities and other Third Parties of the Purchaser's interest in the Assets on and after Closing.

4.3 Purchaser's Covenants

On the Closing Date, the Purchaser shall deliver to the Vendor:

- (a) the Purchase Price less the Deposit, payable in accordance with Sections 2.2 and 2.5;
- (b) any applicable Sales Taxes which are required by law to be collected by the Vendor, by bank draft, certified cheque or wire transfer;
- (c) copies of the General Conveyance and any Specific Conveyance tabled by the Vendor which require execution by the Purchaser;
- (d) an officer's certificate substantially in the form attached as Schedule "E" executed by the Purchaser; and
- (e) such other documentation as may be specifically referenced herein or as may reasonably be required by the Vendor.

4.4 Rights of First Refusal

- (a) Forthwith upon execution of this Agreement by the Parties, the Purchaser shall advise in writing of its bona fide allocations of value for the Assets to which the Identified ROFRs relate.
- (b) The Vendor shall issue a notice (the "**ROFR Notice**") to the Third Party holding the Identified ROFRs no later than three (3) Business Days after it receives the value allocations relating to the Assets affected by such Identified ROFRs from the Purchaser as provided in Section 4.4(a), which notice shall advise the Third Party holding the Identified ROFRs that, notwithstanding the terms of the Identified ROFRs, in order to exercise the Identified ROFRs, the holder of the Identified ROFRs must:
 - (i) produce the agreement setting out the terms of the Identified ROFRs to the Vendor; and
 - (ii) respond to the Vendor in writing prior to the date as is specified in the ROFR Notice that it intends to exercise its Identified ROFRs.
- (c) The Vendor shall notify the Purchaser in writing forthwith upon receipt of notice from the Third Party exercising or waiving the Identified ROFRs for which the ROFR Notice was issued.
- (d) The Vendor shall comply with the terms of the Identified ROFRs exercised by the holder thereof in accordance with Section 4.4(b) by selling and conveying to such holder the portion of the Assets

which are subject to such exercised Identified ROFRs. If the Identified ROFRs are exercised by the holder thereof prior to the Closing, this Agreement shall be deemed to have been amended, effective as of the date of this Agreement, to exclude the applicable Assets from the definitions of "Assets", "Miscellaneous Interests", "Petroleum and Natural Gas Rights", "Tangibles" and "Wells", as may be applicable, and to reduce the Purchase Price by the aggregate of the values allocated to such Assets as provided in Section 4.4(a).

- (e) From and after Closing the Parties shall cooperate and shall take all steps required to comply with any ROFRs identified after Closing pursuant to Section 4.4(b) in accordance with the terms thereof. The Purchaser shall be entitled to receive all proceeds payable by the holders of any such ROFRs exercised after Closing and there will be no adjustment to the Purchase Price as a consequence of the identification of any such ROFRs or the exercise thereof after Closing.
- (f) The Purchaser shall indemnify and save the Vendor harmless from and against all Losses and Liabilities which the Vendor may suffer, sustain, pay or incur as a result of utilizing any value allocations supplied by the Purchaser and used by the Vendor in respect of the Identified ROFRs pursuant to Section 4.4(a).

ARTICLE 5 CLOSING

5.1 Closing

Subject to the satisfaction of the Vendor's Closing Conditions and the Purchaser's Closing Conditions, the Closing of the Transaction shall take place on the Closing Date at the Place of Closing.

5.2 Operatorships

Where Anterra is the operator of the wells, transfer of such operatorship shall occur at Closing to the extent reasonably practicable, or so soon thereafter as the Parties may agree.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

(a) Generally

The Vendor hereby represents, warrants and covenants to and with the Purchaser that subject to granting of the Vesting Order:

(i) Requisite Authority

The Vendor has all requisite power and authority, subject to the terms of the Receivership Order, to enter into the covenants and obligations of the Vendor in this Agreement and to perform the obligations of the Vendor under this Agreement.

(ii) Execution of Documents

This Agreement has been duly executed and delivered by the Vendor and all other documents (including the General Conveyance) executed and delivered by the Vendor

pursuant hereto shall have been duly executed and delivered by the Vendor at Closing. This Agreement does, and such documents (including the General Conveyance) will constitute legal, valid and binding obligations of the Vendor enforceable against both the Vendor and Anterra in accordance with their respective terms.

(iii) Tax Resident

Each of the Vendor and Anterra are residents of Canada within the meaning of the *Income Tax Act* (Canada).

(iv) Tangibles

Since the Effective Date, the Vendor has not removed, sold, assigned, transferred, conveyed, set over or encumbered any of the Tangibles (other than pursuant to any receiver certificates issued from time to time by the Vendor, each of which shall be released and discharged at Closing).

(b) **No Additional Representations and Warranties by the Vendor**

- (i) Notwithstanding anything to the contrary in this Agreement, the Vendor makes no representations or warranties except as expressly set forth in Section 6.1 and in particular, and without limiting the generality of the foregoing, the Vendor disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by Anterra, the Receiver or their Representatives in connection with the Assets or in relation to the Transaction. For greater certainty, the Vendor makes no representation or warranty, express or implied, of any kind, at law or in equity, with respect to:
- (A) the accuracy or completeness of the Data or any other data or information supplied by the Vendor or Anterra or any of its Representatives in connection with the Assets;
 - (B) the quality, quantity or recoverability of any Petroleum Substances within or under the Lands;
 - (C) the value of the Assets or any estimates of prices or future cash flows arising from the sale of any Petroleum Substances produced from or allocated to the Assets or the Lands or any estimates of other revenues or expenses attributable to the Assets;
 - (D) the availability or continued availability of facilities, services or markets for the processing, transportation or sale of any Petroleum Substances;
 - (E) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Tangibles, the Wells or any other tangible, depreciable equipment or property forming part of the Assets;
 - (F) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the Transaction contemplated by this Agreement;

- (G) compliance with Applicable Law;
- (H) the environmental condition of the Assets or Abandonment and Reclamation Obligations; or
- (I) the title and interest of Anterra to the Assets.

The Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Assets and it has not relied on advice from the Vendor or any of its Representatives with respect to the matters specifically enumerated in the immediately preceding paragraphs in connection with the purchase of the Assets pursuant hereto. The Purchaser further acknowledges and confirms that it is acquiring the Assets on an "as is, where is" and "without recourse" basis. The Purchaser acknowledges and confirms that it is familiar with the condition of the Assets, including the past and present use of the Lands, the Wells and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor as to the condition, environmental or otherwise, of the Assets, except as expressly contained in Section 6.1 of this Agreement.

- (ii) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor or its Representatives in respect of the Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its Representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

6.2 Purchaser's Representations and Warranties

The Purchaser hereby represents, warrants and covenants to and with the Vendor that:

(a) Corporate Standing

The Purchaser is, and at the Closing Date shall continue to be, a corporation duly organized, validly existing and in good standing under the laws of the Province of Alberta and the laws of those jurisdictions in which the Assets are situated and such other jurisdictions in which the Purchaser is required to be registered.

(b) Requisite Authority

The Purchaser has all requisite power and authority to enter into this Agreement and to purchase and pay for the Assets on the terms described herein and to perform the other obligations of the Purchaser under this Agreement.

(c) No Conflicts

The consummation of the Transaction will not violate, nor be in conflict with, the provisions of any agreement or instrument to which the Purchaser is a party or is bound, or any judgment, decree, order, law, statute, rule or regulation applicable to the Purchaser.

(d) Execution of Documents

Provided the Vesting Order is obtained, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendor and it, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid and binding obligations of it enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences.

(e) Finders' Fees

The Purchaser has not incurred any liability, contingent or otherwise, for brokers' or finders' fees in respect of this Transaction for which the Vendor shall have any obligation or liability.

(f) Investment Canada

By completing the Transaction contemplated by this Agreement, the Purchaser shall not be in contravention of the *Investment Canada Act*.

(g) No Authorizations

No authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Assets or the Purchaser is required from the date of execution, delivery and performance by the Purchaser of this Agreement.

(h) Regulatory Requirements

The Purchaser meets all qualification requirements of all Government Authorities and under the Regulations or otherwise to purchase, accept and hold the Assets, including, without limitation, the requirements to have operatorship of the Assets (in respect of which Anterra is the operator) or the licenses for the Wells and the Tangibles (for which Anterra is the licensee) transferred to the Purchaser.

6.3 Enforcement of Representations and Warranties

- (a) The representations and warranties of each Party contained in this Agreement shall merge on Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 6 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.

- (b) The representations and warranties of the Vendor and the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Purchaser or the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 6.3 and the limit on each Party's liability set out in this Section 6.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

ARTICLE 7 CLOSING CONDITIONS

7.1 Vendor's Closing Conditions

The obligation of the Vendor to complete the sale of the Assets to the Purchaser pursuant to this Agreement is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent (the "**Vendor's Closing Conditions**"):

- (a) **Representations and Warranties True**

All representations and warranties of the Purchaser contained in this Agreement shall be true in all material respects on the Closing Date, and the Vendor shall have received a certificate from an officer of the Purchaser substantially in the form attached hereto as Schedule "E" dated as at the Closing Date.

- (b) **Purchaser's Obligations**

The Purchaser shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Purchaser on or prior to the Closing Date.

- (c) **Payment**

The Purchaser shall have tendered the Purchase Price to the Vendor in the manner provided in this Agreement.

- (d) **Conveyance Documents**

The Purchaser shall have executed and delivered to the Vendor the General Conveyance.

- (e) **No Injunction**

There will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

- (f) **Restrictions**

All necessary governmental and other regulatory approvals to the sale of the Assets that are required prior to Closing shall have been obtained without conditions.

The foregoing conditions shall be for the benefit of the Vendor and may, without prejudice to any of the rights of the Vendor hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Purchaser in writing, in whole or in part, at any time. In case any of the said conditions shall not be complied with, or waived by the Vendor, at or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchaser, subject to Sections 2.5 and 13.1.

7.2 Purchaser's Closing Conditions

The obligation of the Purchaser to complete the purchase of the Assets from the Vendor pursuant to this Agreement is subject to satisfaction at or prior to the Closing Date of the following conditions precedent (the "**Purchaser's Closing Conditions**"):

(a) Representations and Warranties True

All representations and warranties of the Vendor contained in this Agreement shall be true in all material respects on the Closing Date, and the Purchaser shall have received a certificate from an officer of the Vendor substantially in the form attached hereto as Schedule "E" dated as at the Closing Date.

(b) Vendor's Obligations

The Vendor shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Vendor (and shall have caused Anterra to perform and satisfy in a timely manner all of its obligations hereunder) on or prior to the Closing Date.

(c) Conveyance Documents

The Vendor shall have executed and delivered to the Purchaser the General Conveyance.

(d) Restrictions

All necessary governmental and other regulatory approvals to the sale of the Assets that are required prior to Closing shall have been obtained without conditions.

(e) No Injunction

There will not be any judicial restraining order or injunction, preliminary or otherwise, in effect prohibiting the Closing or the Transaction.

(f) Court Approval

The Vesting Order shall have been obtained and have not been appealed.

The foregoing conditions shall be for the benefit of the Purchaser and may, without prejudice to any of the rights of the Purchaser hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Vendor in writing, in whole or in part, at any time. In case any of the said conditions shall not be complied with, or waived by the Purchaser at or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Vendor, subject to Sections 2.5 and 13.1.

In case the Vesting Order condition contained in Section 7.2(f) shall not be complied with by February 28, 2018 (or such other date as the Parties may mutually agree to), the Purchaser may terminate this Agreement by written notice to the Vendor, subject to Section 13.1.

7.3 Parties to Exercise Diligence and Good Faith with respect to Conditions

Each Party covenants to the other that it will proceed diligently, honestly, and in good faith, and use commercially reasonable efforts with respect to all matters within its reasonable control to satisfy its respective conditions in Sections 7.1 and 7.2.

7.4 Condition Certificate and Receiver's Certificate

When the Purchaser's Closing Conditions set out in Section 7.2 have been satisfied and/or waived, the Purchaser will deliver to the Receiver written confirmation: (a) that such Purchaser's Closing Conditions have been satisfied and/or waived, in substantially the form of Schedule "G" (the "**Conditions Certificate**"). Upon the Vendor's confirmation that the Vendor's Closing Conditions set out in Section 7.1 have been satisfied and/or waived, and the receipt by the Receiver of: (i) payment in full of the Purchase Price to be paid on Closing; and (ii) the Conditions Certificate, duly executed by the Purchaser, the Receiver shall: (A) issue forthwith its Receiver's Certificate to the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Receiver's Certificate with the Court (and shall provide a true copy of such filed certificate to the Purchaser).

ARTICLE 8 PURCHASER LIABILITY AND INDEMNIFICATION

8.1 Purchaser Liability

Except with respect to Environmental Liabilities as provided for in Article 9, the Purchaser shall:

- (a) be liable to the Vendor for all Losses and Liabilities which the Vendor may suffer, sustain, pay or incur; and
- (b) indemnify and save the Vendor and its directors, officers, servants, agents and employees harmless from and against all Losses and Liabilities suffered by the Vendor and its directors, officers, servants, agents or employees or which they may sustain, pay or incur;

as a result of any matter, attributable to or connected with the Assets and occurring or accruing on or subsequent to the Effective Date, except any Losses and Liabilities to the extent that they either are reimbursed (or reimbursable) by insurance maintained by the Vendor or are caused by the party claiming indemnity or are adjusted pursuant to Article 3.

ARTICLE 9
LIABILITY FOR ENVIRONMENTAL MATTERS AND ABANDONMENT AND
RECLAMATION OBLIGATIONS

9.1 Environmental Liability

The Purchaser, having made the acknowledgements in respect of the purchase of the Assets on an "as is, where is" and "without recourse" basis pursuant to Section 6.1(b), which, for greater certainty, shall include the environmental conditions of the Assets, shall:

- (a) be solely liable and responsible for any and all Losses and Liabilities which the Vendor may suffer, sustain, pay or incur; and
- (b) indemnify and save the Vendor and its directors, officers, servants, agents and employees harmless from and against any and all Losses and Liabilities suffered by the Vendor, its directors, officers, servants, agents or employees or which they may sustain, pay or incur;

as a result of any matter or thing howsoever and by whomsoever caused and whether the same occurs or arises in whole or in part prior to, on or subsequent to the Closing Date, out of, attributable to or connected with, Abandonment and Reclamation Obligations or any other Environmental Liabilities pertaining to the Assets, or any of them, including, without limitation, damage from or removal of Hazardous Substances or cleanup. The Purchaser shall not be entitled to exercise and hereby waives any rights or remedies the Purchaser may now or in the future have against the Vendor in respect of such Environmental Liabilities, whether such rights and remedies are pursuant to the common law or statute or otherwise, including, without limitation, the right to name the Receiver or Anterra, as a third party, to any action commenced by any Third Party against the Purchaser.

ARTICLE 10
NO LIABILITY AND INDEMNIFICATION BY VENDOR

10.1 No Vendor Liability

The Purchaser, having made the acknowledgements in respect of the purchase of the Assets on an "as is, where is" and "without recourse" basis pursuant to Section 6.1(b), further acknowledges and confirms that the Vendor shall not be liable to the Purchaser for any Losses and Liabilities, which the Purchaser may suffer, sustain, pay or incur as a result of any matter attributable to or connected with the Assets.

ARTICLE 11
CONVEYANCES AND TRANSFER

11.1 Conveyances

Subject to Section 11.2:

- (a) The Vendor shall use commercially reasonable efforts at Purchaser's cost to have prepared all Specific Conveyances prior to Closing and if not completed prior to Closing, the Vendor shall use commercially reasonable efforts to so prepare the remaining Specific Conveyances promptly after Closing. No such Specific Conveyances shall require the Vendor to assume or incur any obligation, or to provide any representation or warranty, beyond that contained in this Agreement.

- (b) The Vendor shall not be required to have all Specific Conveyances signed by Third Parties at or before the Closing Date but shall cooperate with the Purchaser as reasonably required to secure execution of such Specific Conveyances by such Third Parties thereafter. The Purchaser shall execute and promptly return to the Vendor at least one copy of each such document and shall use all reasonable efforts to obtain timely execution and return of such documents by Third Parties wherever required.
- (c) The Purchaser shall bear all costs incurred in registering any Specific Conveyances, inclusive of well license transfers, and preparing and registering any further assurances required to convey the Assets to it. Promptly after Closing, the Purchaser shall circulate and register all such Specific Conveyances and shall make application to all applicable Government Authorities to change the recorded name of all Wells and Tangibles forming part of the Assets.

11.2 License and Authorization Transfers

Notwithstanding the generality of Section 11.1:

- (a) On or before the Closing Date, the Purchaser shall communicate with the relevant Government Authority to determine all conditions, deposits and/or financial assurances which the relevant Government Authority will require in order for the relevant Government Authority to approve the transfer by the Vendor to the Purchaser of any and all licenses and authorizations for the Wells and any Tangibles licensed to Anterra, and shall advise the Vendor in writing of such conditions, required deposits and required financial assurances. In such case, on or before Closing, the Purchaser shall satisfy the deposit and financial assurance requirements of the relevant Government Authority in order to approve any of those license and authorization transfers to the Purchaser. The Purchaser further covenants to comply with all conditions imposed by the relevant Government Authority in respect of such transfers.
- (b) Within five (5) Business Days following Closing, the Vendor shall prepare and electronically submit an application to the relevant Government Authority for the transfer of any Wells and any Tangibles held in the name of Anterra and the Purchaser shall promptly execute and return such applications to the Vendor for registration in accordance with Section 11.1(c). The Purchaser shall accept such electronic applications without delay upon receipt of notice from the Vendor that such applications have been made.
- (c) Should the relevant Government Authority deny any license transfer because of misdescription or other minor deficiencies in the application, the Vendor shall, within two (2) Business Days, correct the application and amend and resubmit an application for the license transfers and the Purchaser shall electronically ratify and sign such application.
- (d) After Closing, whether or not the Purchaser requests prior determination of the relevant Government Authority transfer conditions under Section 11.2, if for any reason the relevant Government Authority requires the Purchaser to make a deposit or provide financial assurances in order to approve the license or authorization transfer, the Purchaser shall and covenants to immediately make such deposit or provide such financial assurances.

**ARTICLE 12
COURT PROCEEDINGS**

12.1 Court Proceedings

Any disagreement between the Parties, which the Parties are unable to resolve themselves, shall be referred to the Court, for resolution by application made in Action No. 1701-07259.

**ARTICLE 13
TERMINATION**

13.1 Termination

In the event that this Agreement is terminated pursuant to either Section 7.1 or 7.2, subject to the provisions of this Agreement respecting the return or forfeiture of the Deposit which shall govern notwithstanding such termination, each Party shall take all reasonable action to return the other Party to the position relative to the Assets which such Party occupied prior to the execution hereof, it being understood that the Vendor and the Purchaser will each bear all costs incurred by each of them prior to such termination.

**ARTICLE 14
FURTHER ASSURANCES**

14.1 Further Assurances

At Closing and thereafter as may be necessary or desirable, and without further consideration, the Parties shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under this Agreement.

**ARTICLE 15
CONSTRUCTION**

15.1 Construction

This Agreement herein shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta.

**ARTICLE 16
TIME**

16.1 Time

Time shall be of the essence of this Agreement.

**ARTICLE 17
ADDRESSES**

17.1 Addresses

The address for notices of each of the Parties shall be as follows:

Purchaser: Tallahassee Exploration Inc.
1615, 650 – 6th Avenue SW
Calgary, AB T2P 3H7

Attention: President
Fax: (587) 317-3850
E-mail: guz.zafar@tallah.ca

With a copy to: Burnet, Duckworth & Palmer LLP
2400, 525 - 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Daryl S. Fridhandler
Fax: (403) 260-0332
E-mail: dsf@bdplaw.com

Vendor: PricewaterhouseCoopers Inc. LIT
111-5th Avenue SW, Suite 3100
Calgary, AB T2P 5L3

Attention: Jonathan Reimche, Senior Vice President
Fax: (403) 781-1825
E-mail: jonathan.p.reimche@pwc.com

With a copy to: Bennett Jones LLP
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Fax: (403) 298-3323
E-mail: meyerk@bennettjones.com

Either of the Parties hereto may from time to time change its address for service herein by giving written notice to the other Party hereto. Any notice may be served by personal service upon or fax or email transmission to an officer of a Party hereto or by mailing the same by prepaid post in a properly addressed envelope addressed to the Party hereto at its address for service hereunder. Any notice given by personal service upon or fax or email transmission to an officer of a Party hereto shall be deemed to be given on the date of such service (or the following day if after 4:00 p.m., Calgary time, on such day) and any notice given by mail shall be deemed to be given to and received by the addressee on the third day (except Saturdays, Sundays, statutory holidays and days upon which postal service in Canada is interrupted) after the mailing thereof.

ARTICLE 18 LIMITATIONS

18.1 Limitations

Notwithstanding anything in this Agreement to the contrary:

- (a) the indemnities provided for in Sections 8 and 9 shall apply only if the Closing occurs and shall continue for an indefinite period;

- (b) the Vendor's aggregate liability to the Purchaser for the breach of the covenants, representations or warranties in respect of this Agreement and the Transaction provided for herein and any document collateral hereto shall not exceed the Adjusted Purchase Price; and
- (c) the representations, warranties, covenants, agreements and acknowledgments of the Vendor and the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Purchaser and the Vendor, as the case may be and are not transferable and may not be made the subject of any right of assignment or subrogation in favour of any other Person.

ARTICLE 19 PRIOR AGREEMENTS AND AMENDMENTS

19.1 Prior Agreements and Amendments

This Agreement shall supersede and replace any and all prior agreements between the Parties relating to the sale and purchase of the Assets (other than the Confidentiality Agreement, which shall survive execution of this Agreement) and may be amended only by written instrument signed by both Parties.

ARTICLE 20 ENTIRE AGREEMENT

20.1 Entire Agreement

This Agreement (including all Schedules hereto), along with the confidentiality and non-disclosure agreement between the Vendor and the Purchaser (the "**Confidentiality Agreement**"), constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

ARTICLE 21 SURVIVAL

21.1 Survival

- (a) Subject to Section 21.1(b), upon Closing, all obligations, covenants, agreements, representations and warranties contained herein or in any certificated deliveries hereunder, shall expire, be terminated and extinguished and of no further force or effect.
- (b) Notwithstanding Section 21.1(a), all covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part, or that prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms. For greater certainty, the obligations and covenants of the Parties set out in Sections 2.5 , 4.2(c), 4.2(d) and 4.2(f), and Article 3, Article 8, Article 9, Article 10 and Article 11, shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein.

ARTICLE 22
ENUREMENT

22.1 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receiver managers, trustees and permitted assigns.

ARTICLE 23
RECEIVER'S DISCLAIMER

23.1 Receiver's Disclaimer

The Purchaser acknowledges and confirms that the Agreement entered into hereunder is made by the Receiver in its capacity as court-appointed Receiver and Manager of Anterra only, and not in any personal capacity and that the Receiver, its employees, servants and agents, shall have no liability whatsoever with respect to any matter arising out of the advertisement or sale of the Assets. Nothing shall be construed as a warranty that the Receiver, in its capacity as Receiver and Manager of Anterra, is the owner of the Assets or that the Assets are or will be free of any encumbrances, other than as expressly set forth herein. Notwithstanding anything contained or contemplated herein, the Receiver has and shall have no obligations or liabilities to the Purchaser, or any party claiming by, through or under the Purchaser, in respect of or under this Agreement or the Transaction provided for herein, any security or any other matter or thing in any way related to any of them, and all such obligations or liabilities are hereby released and waived by the Purchaser.

**ARTICLE 24
COUNTERPART EXECUTION**


24.1 Counterpart Execution

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

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

**PRICEWATERHOUSECOOPERS INC. LIT,
in its capacity as Receiver and Manager of
Anterra Energy Inc., and not in its personal or
corporate capacity**

Per: _____



Jonathan Reimche
Senior Vice President

TALLAHASSEE EXPLORATION INC.

Per: _____

Ghazanfar Zafar
President

ARTICLE 24
COUNTERPART EXECUTION

24.1 Counterpart Execution

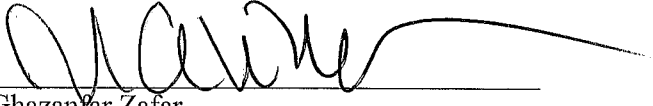
This Agreement may be executed in counterpart and by facsimile or other electronic means and all such executed counterparts together shall constitute one and the same agreement.

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

PRICEWATERHOUSECOOPERS INC. LIT,
in its capacity as Receiver and Manager of
Anterra Energy Inc., and not in its personal or
corporate capacity

Per: _____
Jonathan Reimche
Senior Vice President

TALLAHASSEE EXPLORATION INC.

Per:  _____
Ghazanfar Zafar
President

SCHEDULE "A"

THE FOLLOWING COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Land Schedule

I. BRETON, ALBERTA

PETROLEUM AND NATURAL GAS LEASE NO. 31428

COMMENCEMENT OF TERM:

1973 MAY 15

DATE OF AMENDMENT:

1996 FEBRUARY 27

AGGREGATE AREA:

1 600 HECTARES

DESCRIPTION OF LOCATION:

5-04-047: 22N; 23N; 24NW; 25W; 26NE; 27S, NE; 34E; 35; 36W

5-04-048: 1SW; 2S; 3S

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE BELLY RIVER GRP
AS DESIGNATED IN DRRZD 39

INTERVAL: 1 688.00 – 2 453.00 FEET

KEY WELL: 00/07-18-032-22W4/0

LOG TYPE: INDUCTION ELECTRICAL

PETROLEUM AND NATURAL GAS LEASE

COMMENCEMENT OF TERM:

1966 MARCH 1

AGGREGATED AREA

192 HECTARES

DESCRIPTION OF LOCATION:

5-04-047: W/2 & SE/4 26

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE BELLY RIVER GRP

CERTIFICATE OF TITLE # 012 106 547 +1

047-04W5M: NW/4 26 – TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY COMPANY, CONTAINING 2.80 HECTARES (6.94 ACRES) MORE OR LESS, AS SHOWN ON PLAN 5142CL.

047-04W5M: SW/4 26 – TAKEN FOR RIGHT OF WAY BY THE LACOMBE AND NORTH WESTERN RAILWAY COMPANY CONTAINING 1.83 HECTARES (4.53 ACRES) MORE OR LESS, AS SHOWN ON PLAN 5142 CL.

AS TO AN UNDIVIDED 71.01552% INTEREST

CERTIFICATE OF TITLE # 012 106 547

047-04W5M: NW/4 26 – CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: 2.80 HECTARES (6.94 ACRES) MORE OR LESS TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY PLAN 5142CL, AND THE RIGHT TO WORK THE SAME.

047-04W5M: SW/4 26 – CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: 1.83 HECTARES 94.53 ACRES) MORE OR LESS TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY PLAN 5142CL, AND THE RIGHT TO WORK THE SAME.

AS TO AN UNDIVIDED 71.01552% INTEREST

II. NIPISI, ALBERTA

CROWN PETROLEUM AND NATURAL GAS LEASE 127193

COMMENCEMENT OF TERM:

1963 February 6

DATE OF AMENDMENT:

1989 October 28

AGGREGATE AREA:

192 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M: 1W; 2NE

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010

INTERVAL: 5,693.00 - 5,772.00 FEET

KEY WELL: 00/02-21-079-08W5/00

LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0517010078

COMMENCEMENT OF TERM:

2017 January 12

AGGREGATE AREA:

871.70 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M: 4; 7S,NP; 8S,NP; 9S,NP PORTION(S) LYING OUTSIDE NIPISI CARIBOU SUB
UNIT

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS

CROWN PETROLEUM AND NATURAL GAS LEASE 0584100293

COMMENCEMENT OF TERM:

1984 October 18

AGGREGATE AREA;

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 79-8W5M: 18SE

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010

INTERVAL: 5,693.00 - 5,772.00 FEET

KEY WELL: 00/02-21-079-08W5/00

LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0585010306

COMMENCEMENT OF TERM:

1985 January 24

AGGREGATE AREA:

320 HECTARES

DESCRIPTION OF LOCATION:

TWP 79-8W5M: 8; 17SW

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010

INTERVAL: 5,693.00 - 5,772.00 FEET

KEY WELL: 00/02-21-079-08W5/00

LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0594040245

COMMENCEMENT OF TERM:

1994 April 14

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION

TWP 79-8W5M: 19SW

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010

INTERVAL: 5,693.00 - 5,772.00 FEET

KEY WELL: 00/02-21-079-08W5/00

LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0585100520

COMMENCEMENT OF TERM:

1985 October 31

AGGREGATE AREA:

128 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:20E

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0585100521

COMMENCEMENT OF TERM:

1985 October 31

AGGREGATE AREA:

128 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:20W

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0588060611

COMMENCEMENT OF TERM:

1988 June 30

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:NW21

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0593090449

COMMENCEMENT OF TERM:

1993 September 16

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:NE21

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MEMBER

III. MATZIWIN, ALBERTA

Crown Petroleum and Natural Gas Lease No. 23833

COMMENCEMENT OF TERM:

December 31, 1970

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

Tract 01:Twp. 23 Rge. 14 W4M: 9(Lsd 9,15), 16 (Lsd1,2)

LEASED SUBSTANCES:

Tract 01:PETROLEUM from Base of Medicine Hat to Base of Pekisko

SCHEDULE "B"

THE FOLLOWING COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Wells and Facilities

A. WELLS

I. BRETON, ALBERTA

10-23-47-4 W5/0 (License W 0108084)

11-23-47-4 W5/0 (License 0360928)

11-23-47-4 W5/2 (License 0360928)

14-23-47-4W5 (License W 073751)

12-24-47-4W5 (License ABBT0045361)

14-24-47-4 W5/0 (License 0152689)

16-22-47-4 W5/0 (License W 0108086)

II. NIPISI, ALBERTA

100/10-20-78-8 W5/00 (License 175053)

100/14-20-78-8 W5/00 (License W174919)

100/16-20-78-8 W5/00 (License W125839)

100/09-21-78-8 W5/00 (License 198782)

100/13-21-78-8 W5/00 (License 128819)

III. MATZIWIN, ALBERTA

100/15-09-023-14 W4 (License W 0067536)

09-09-23-14 W4 (License W 0067535)

B. FACILITIES

I. FACILITY LICENSE

00/02-26-47-4 W5/0 (License F10236) (for clarity, specifically excluding water disposal wellbore at 2-26)

16-20-78-8 W5/00 (License F16142)

II. PIPELINES

License	Line	From Location	To Location
16799	34	02-26-047-04W5	04-26-047-04W5
16799	38	02-26-047-04W5	04-26-047-04W5
16799	39	04-26-047-04W5	10-35-047-04W5
16799	46	12-24-047-04W5	04-25-047-04W5
16799	47	04-25-047-04W5	01-26-047-04W5
16799	48	01-26-047-04W5	02-26-047-04W5
16799	51	10-22-047-04W5	01-27-047-04W5
16799	53	01-27-047-04W5	02-26-047-04W5
16799	54	16-22-047-04W5	10-22-047-04W5
16799	57	14-24-047-04W5	12-24-047-04W5
16799	62	14-23-047-04W5	02-26-047-04W5
16799	63	11-23-047-04W5	14-23-047-04W5
23285	27	16-20-078-08W5	11-29-078-08W5
23285 ("License 23285-53")	53	14-20-078-08W5	06-29-078-08W5
23285	74	09-21-078-08W5	12-21-078-08W5
23423	7	11-29-078-08W5	06-29-078-08W5
23423	8	06-29-078-08W5	13-21-078-08W5
23423	13	13-32-078-08W5	11-29-078-08W5
16799	56	10-23-047-04W5	02-26-047-04W5

SCHEDULE "C"

THE FOLLOWING COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Assumed Contracts

Nil.

SCHEDULE "D"

THE FOLLOWING COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED 9TH OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Form of General Conveyance

THIS GENERAL CONVEYANCE made as of this ____ day of February, 2018,

BETWEEN:

PRICEWATERHOUSECOOPERS INC. LIT, in its capacity as the receiver and manager of **ANTERRA ENERGY INC.**, and not in its personal or corporate capacity (hereinafter referred to as "**Vendor**")

- and -

TALLAHASSEE EXPLORATION INC., a corporation incorporated under the laws of Alberta (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Alberta Court of Queen's Bench dated June 7, 2017 (Action No. 1701-07259), PRICEWATERHOUSECOOPERS INC. LIT was appointed receiver and manager of ANTERRA ENERGY INC.;

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

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

1. Definitions

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

"**Purchase Agreement**" means that Agreement of Purchase and Sale between Vendor and Purchaser dated February 9, 2018.

2. Conveyance

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

3. Subordinate Document

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

4. No Merger

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

5. Governing Law

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

6. Enurement

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

7. Further Assurances

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

8. Counterpart Execution

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

[remainder of page intentionally left blank]

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

PRICEWATERHOUSECOOPERS INC. LIT
solely in its capacity as the receiver and manager
of **ANTERRA ENERGY INC.**, and not in its
personal or corporate capacity

TALLAHASSEE EXPLORATION INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE "E"

THE FOLLOWING COMPRISES SCHEDULE "E" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH DAY OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Form of Officer's Certificate

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

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

RE: Agreement of Purchase and Sale dated February 9, 2018 between Vendor and Purchaser (the "Agreement")

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

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

1. The undersigned is personally familiar, in [his][her] capacity as an officer of [Vendor][Purchaser], with the matters hereinafter mentioned.
2. Each of the covenants, representations and warranties of the [Vendor][Purchaser] contained in Section [•] of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of [Vendor][Purchaser] contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the [Vendor][Purchaser] and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the [Vendor][Purchaser] is relying on the same for the Closing of the Transaction.

IN WITNESS WHEREOF I have executed this Certificate this ____ day of February, 2018.

[NAME OF VENDOR/PURCHASER]

Per: _____

Name: _____

Title: _____

SCHEDULE "F"

THE FOLLOWING COMPRISES SCHEDULE "F" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH DAY OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Form of Vesting Order

See attached.

CLERK'S STAMP

COURT FILE NUMBER

1701-07259

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

WESTERN UNION PETRO INTERNATIONAL
CO. LTD.

DEFENDANT

ANTERRA ENERGY INC.

DOCUMENT

SALE APPROVAL AND VESTING ORDER:
TALLAHASSEE EXPLORATION INC.
TRANSACTION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer
Telephone No.: 403.298.3323
Fax No.: 403.265.7219
Client File No.: 11688.71

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Thursday, February 22, 2018

LOCATION OF HEARING OR TRIAL: **Calgary Courts Centre**

**NAME OF JUSTICE
WHO MADE THIS ORDER:**

The Honourable Mr. Justice K.D. Yamauchi

UPON the application of PricewaterhouseCoopers Inc., LIT, in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the Defendant Anterra Energy Inc. ("**Anterra**" or the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an

agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Tallahassee Exploration Inc. (the "**Purchaser**") dated February [●], 2018, a redacted version of which is appended to the Third Report of the Receiver dated February [●], 2018 (the "**Third Report**"), filed, and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"); **AND UPON** having read the Application of the Receiver and the Third Report, filed, and the Confidential Supplement to the Third Report dated February [●], 2018, unfiled; **AND UPON** hearing from counsel for the Receiver, and from counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CAPITALIZED TERMS

2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement.

APPROVAL OF THE SALE AGREEMENT AND THE TRANSACTION

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

VESTING OF PROPERTY

4. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), subject only to

approval of the transfer of applicable licences, permits and approvals by the Alberta Energy Regulator (“**AER**”) pursuant to legislation administered by the AER, and to the permitted encumbrances, caveats, easements, and restrictive covenants listed on **Schedule “C”** (the “**Permitted Encumbrances**”) all of the Debtor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, registered or otherwise), liens, executions, levies, charges, or other financial or monetary claims, assignments, actions, taxes, judgments, writs of execution, options, agreements, disputes, debts, debentures, easements, covenants, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of Anterra, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, registered or otherwise and whether by payment, set off or otherwise, whether liquidated, unliquidated or contingent (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to (i) the *Personal Property Security Act* (Alberta) (the “**PPSA**”); (ii) the *Land Titles Act* (Alberta) (the “**LTA**”); (iii) the *Mines and Minerals Act* (Alberta) (the “**MMA**”); (iv) the *Builders’ Lien Act* (Alberta); or (v) any other personal or real property registry system;
- (c) any arrears owing by the Debtor prior to the date of the Receivership Order with respect to surface leases, gross-overriding royalties, freehold or Crown royalties; and
- (d) all other claims other than the Permitted Encumbrances;

(all of which are collectively referred to as the “**Encumbrances**”). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets and all charges, security interests or Claims evidenced by registrations pursuant to the

PPSA, are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Purchased Assets.

5. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.
6. No further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Purchased Assets shall be required for the closing and post-closing implementation of the Transactions contemplated in the Sale Agreement.
7. For further certainty, upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar or Registrars under the *Land Titles Act* (Alberta), the Department of Energy and the Minister of Energy of Alberta and all other government ministries and authorities in Alberta, respectively, exercising jurisdiction with respect to or over the Purchased Assets (collectively, "**Governmental Authorities**"), as applicable, are hereby authorized, requested, and directed to (in each case, as applicable):
 - (a) enter the Purchaser as the owner, lessee, and/or licensee of the Purchased Assets;
 - (b) cancel the existing Certificates of Title to the Purchased Assets and issue new Certificates of Title for the Purchased Assets, in the name of the Purchaser;
 - (c) delete and expunge from the existing title documents concerning the Purchased Assets all Claims other than Permitted Encumbrances, and
 - (d) register such transfers, interest authorizations, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee), subject only to the Permitted Encumbrances listed on **Schedule "C"** hereto.
8. This Order shall be registered and the steps set out in paragraph 7 of this Order shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding

the requirements of the applicable federal and/or provincial legislation, including the LTA and MMA, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

9. Subject to the AER's discretion to approve or deny any license or permit transfers associated with or necessary for the operation of the Purchased Assets, the Purchaser shall not be required to acquire or assume any properties, permits, undertakings or other liabilities or assets of the Debtor that do not comprise part of the Purchased Assets, as a condition of or a prerequisite for the approval of the transfer of any licences or the transfer or assignment of any of the Purchased Assets to Purchaser, and Debtor, by and through Receiver, shall not be required or responsible to make any deposits or provide any security required by the AER in relation to Purchaser's Liability Management Rating as a condition of or a prerequisite for the approval of the transfer of any licences or the transfer or assignment of any of the Purchased Assets to Purchaser.
10. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
11. Except as provided for in the Sale Agreement, the Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
12. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent

that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
14. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
15. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
16. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
17. Notwithstanding:
 - (a) the pendency of these proceedings; and
 - (b) the assignment in bankruptcy made in respect of the Debtor;

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

oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

MISCELLANEOUS MATTERS

19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
21. Service of this Order on any party not attending this application is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER	1701-07259
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	WESTERN UNION PETRO INTERNATIONAL CO. LTD.
DEFENDANT	ANTERRA ENERGY INC.
DOCUMENT	RECEIVER'S CERTIFICATE: TALLAHASSEE EXPLORATION INC. TRANSACTION
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855-2 nd Street SW Calgary, Alberta T2P 4K7 Attention: Kelsey Meyer Telephone No.: 403-298-3323 Fax No.: 403-265-7219 Client File No.: 11866.71

Clerk's Stamp

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice G. A. Campbell of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated June 7, 2017, PricewaterhouseCoopers Inc., LIT ("PwC") was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Anterra Energy Inc. (the "Debtor").
- B. Pursuant to an Order of the Court dated February 22, 2018, the Court approved the agreement of purchase and sale made as of February [●], 2018 (the "Sale Agreement") between the Receiver and Tallahassee Exploration Inc. (the "Purchaser") and provided

for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 7.1 and 7.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 7.1 and 7.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**PRICEWATERHOUSECOOPERS INC.,
LIT, in its capacity as Receiver of the
undertaking, property and assets of
Anterra Energy Inc., and not in its
personal capacity.**

Per: _____

Name: Jonathan Reimche

Title:

SCHEDULE "B"
PURCHASED ASSETS

The Purchased Assets are comprised of the Assets as defined in the Sale Agreement. Schedules "A" and "B" to the Sale Agreement are reproduced here for ease of reference.

Land Schedule

I. BRETON, ALBERTA

PETROLEUM AND NATURAL GAS LEASE NO. 31428

COMMENCEMENT OF TERM:

1973 MAY 15

DATE OF AMENDMENT:

1996 FEBRUARY 27

AGGREGATE AREA:

1 600 HECTARES

DESCRIPTION OF LOCATION:

5-04-047: 22N; 23N; 24NW; 25W; 26NE; 27S, NE; 34E; 35; 36W
5-04-048: 1SW; 2S; 3S

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE BELLY RIVER GRP
AS DESIGNATED IN DRRZD 39

INTERVAL: 1 688.00 – 2 453.00 FEET

KEY WELL: 00/07-18-032-22W4/0

LOG TYPE: INDUCTION ELECTRICAL

PETROLEUM AND NATURAL GAS LEASE

COMMENCEMENT OF TERM:

1966 MARCH 1

AGGREGATED AREA

192 HECTARES

DESCRIPTION OF LOCATION:

5-04-047: W/2 & SE/4 26

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE BELLY RIVER GRP

CERTIFICATE OF TITLE # 012 106 547 +1

047-04W5M: NW/4 26 – TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY COMPANY, CONTAINING 2.80 HECTARES (6.94 ACRES) MORE OR LESS, AS SHOWN ON PLAN 5142CL.

047-04W5M: SW/4 26 – TAKEN FOR RIGHT OF WAY BY THE LACOMBE AND NORTH WESTERN RAILWAY COMPANY CONTAINING 1.83 HECTARES (4.53 ACRES) MORE OR LESS, AS SHOWN ON PLAN 5142 CL.

AS TO AN UNDIVIDED 71.01552% INTEREST

CERTIFICATE OF TITLE # 012 106 547

047-04W5M: NW/4 26 – CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: 2.80 HECTARES (6.94 ACRES) MORE OR LESS TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY PLAN 5142CL, AND THE RIGHT TO WORK THE SAME.

047-04W5M: SW/4 26 – CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: 1.83 HECTARES (4.53 ACRES) MORE OR LESS TAKEN FOR RIGHT OF WAY AND EXTRA LAND BY THE LACOMBE AND NORTH WESTERN RAILWAY PLAN 5142CL, AND THE RIGHT TO WORK THE SAME.

AS TO AN UNDIVIDED 71.01552% INTEREST

II. NIPISI, ALBERTA

CROWN PETROLEUM AND NATURAL GAS LEASE 127193

COMMENCEMENT OF TERM:

1963 February 6

DATE OF AMENDMENT:

1989 October 28

AGGREGATE AREA:

192 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M: 1W; 2NE

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR

AS DESIGNATED IN DRRZD 00010

INTERVAL: 5,693.00 - 5,772.00 FEET

KEY WELL: 00/02-21-079-08W5/00

LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0517010078

COMMENCEMENT OF TERM:

2017 January 12

AGGREGATE AREA:

871.70 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M: 4; 7S,NP; 8S,NP; 9S,NP PORTION(S) LYING OUTSIDE NIPISI
CARIBOU SUB UNIT

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS

CROWN PETROLEUM AND NATURAL GAS LEASE 0584100293

COMMENCEMENT OF TERM:

1984 October 18

AGGREGATE AREA;

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 79-8W5M: 18SE

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR

AS DESIGNATED IN DRRZD 00010
INTERVAL: 5,693.00 - 5,772.00 FEET
KEY WELL: 00/02-21-079-08W5/00
LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0585010306

COMMENCEMENT OF TERM:

1985 January 24

AGGREGATE AREA:

320 HECTARES

DESCRIPTION OF LOCATION:

TWP 79-8W5M: 8; 17SW

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010
INTERVAL: 5,693.00 - 5,772.00 FEET
KEY WELL: 00/02-21-079-08W5/00
LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0594040245

COMMENCEMENT OF TERM:

1994 April 14

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION

TWP 79-8W5M: 19SW

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR
AS DESIGNATED IN DRRZD 00010
INTERVAL: 5,693.00 - 5,772.00 FEET
KEY WELL: 00/02-21-079-08W5/00
LOG TYPE: INDUCTION ELECTRIC

CROWN PETROLEUM AND NATURAL GAS LEASE 0585100520

COMMENCEMENT OF TERM:

1985 October 31

AGGREGATE AREA:

128 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:20E

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0585100521

COMMENCEMENT OF TERM:

1985 October 31

AGGREGATE AREA:

128 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:20W

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0588060611

COMMENCEMENT OF TERM:

1988 June 30

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:NW21

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MBR

CROWN PETROLEUM AND NATURAL GAS LEASE 0593090449

COMMENCEMENT OF TERM:

1993 September 16

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

TWP 78-RGE 8-W5M:NE21

LEASED SUBSTANCES:

PETROLEUM AND NATURAL GAS TO THE BASE OF THE GILWOOD MEMBER

III. MATZIWIN, ALBERTA

Crown Petroleum and Natural Gas Lease No. 23833

COMMENCEMENT OF TERM:

December 31, 1970

AGGREGATE AREA:

64 HECTARES

DESCRIPTION OF LOCATION:

Tract 01:Twp. 23 Rge. 14 W4M: 9(Lsd 9,15), 16 (Lsd1,2)

LEASED SUBSTANCES:

Tract 01:PETROLEUM from Base of Medicine Hat to Base of Pekisko

Wells, Pipelines and Facilities

A. WELLS

I. BRETON, ALBERTA

10-23-47-4 W5/0 (License W 0108084)

11-23-47-4 W5/0 (License 0360928)

11-23-47-4 W5/2 (License 0360928)

14-23-47-4W5 (License W 073751)

12-24-47-4W5 (License ABBT0045361)

14-24-47-4 W5/0 (License 0152689)

16-22-47-4 W5/0 (License W 0108086)

II. NIPISI, ALBERTA

100/10-20-78-8 W5/00 (License 175053)

100/14-20-78-8 W5/00 (License W174919)

100/16-20-78-8 W5/00 (License W125839)

100/09-21-78-8 W5/00 (License 198782)

100/13-21-78-8 W5/00 (License 128819)

III. MATZIWIN, ALBERTA

100/15-09-023-14 W4 (License W 0067536)

09-09-23-14 W4 (License W 0067535)

B. FACILITIES

I. FACILITY LICENSE

00/02-26-47-4 W5/0 (License F10236) (for clarity, specifically excluding water disposal wellbore at 2-26)

16-20-78-8 W5/00 (License F16142)

II. PIPELINES

License	Line	From Location	To Location
16799	34	02-26-047-04W5	04-26-047-04W5
16799	38	02-26-047-04W5	04-26-047-04W5
16799	39	04-26-047-04W5	10-35-047-04W5
16799	46	12-24-047-04W5	04-25-047-04W5
16799	47	04-25-047-04W5	01-26-047-04W5
16799	48	01-26-047-04W5	02-26-047-04W5
16799	51	10-22-047-04W5	01-27-047-04W5
16799	53	01-27-047-04W5	02-26-047-04W5
16799	54	16-22-047-04W5	10-22-047-04W5
16799	57	14-24-047-04W5	12-24-047-04W5
16799	62	14-23-047-04W5	02-26-047-04W5
16799	63	11-23-047-04W5	14-23-047-04W5
23285	27	16-20-078-08W5	11-29-078-08W5
23285 ("License 23285-53")	53	14-20-078-08W5	06-29-078-08W5
23285	74	09-21-078-08W5	12-21-078-08W5
23423	7	11-29-078-08W5	06-29-078-08W5
23423	8	06-29-078-08W5	13-21-078-08W5
23423	13	13-32-078-08W5	11-29-078-08W5
16799	56	10-23-047-04W5	02-26-047-04W5

SCHEDULE "C"
PERMITTED ENCUMBRANCES

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement between the Receiver and the Purchaser.

"Permitted Encumbrances" means, as of a particular time, any of the following:

- (i) easements, rights of way, servitudes, permits, licenses and other similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph and cable television conduits, poles, wires and cable;
- (ii) the right reserved to or vested in any Government Authority by the terms of any Title and Operating Document, lease, license, franchise, grant or permit or by any Applicable Law, to terminate any such Title and Operating Document, lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (iii) the right reserved to or vested in any Government Authority to levy taxes on Petroleum Substances or the income or revenue attributable thereto and governmental requirements and limitations of general application;
- (iv) rights reserved to or vested in any Government Authority to control or regulate any of the Assets in any manner;
- (v) liens granted in the ordinary course of business to a public utility or Government Authority in connection with operations on or in respect of the Lands;
- (vi) the express or implied reservations, limitations, provisos and conditions in any original grants from the Crown of any of the lands or interests therein and statutory exceptions to title;
- (vii) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or encumbrances arising in the ordinary course of business for payments not yet delinquent that are inchoate and have not been perfected pursuant to law or that are contained in joint operating agreements or similar agreements covering the Assets or if delinquent, that are being contested in good faith;
- (viii) all royalties, overriding royalties, net profits interests, reversionary interests, carried interests, and other royalty burdens applicable in respect of the Lands;
- (ix) all liens, adverse claims, penalties, conversions and other encumbrances identified in the Schedule "A" to the Sale Agreement;
- (x) abandonment, plugging and surface restoration obligations;
- (xi) the terms and conditions of the Leases and the Title and Operating Documents, including any depth limitations or similar limitations that may be set forth therein;
- (xii) any other circumstance, matter or thing disclosed in any Schedule hereto; and
- (xiii) any encumbrances that will not be released by the Vesting Order.

SCHEDULE "G"

THE FOLLOWING COMPRISES SCHEDULE "G" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH DAY OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Form of Conditions Certificate

PURCHASER'S CONDITIONS CERTIFICATE

TO: PRICEWATERHOUSECOOPERS INC. LIT (the "Receiver")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 7.4 of that certain agreement of purchase and sale, dated as of February 9, 2018 (the "**Purchase Agreement**") between the Receiver, solely in its capacity as receiver and manager of **ANTERRA ENERGY INC.** (the "**Vendor**") and Tallahassee Exploration Inc. (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Receiver, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that the Purchaser's Closing Conditions set out in Section 7.2 of the Purchase Agreement have been satisfied and/or waived.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the [●] day of February, 2018.

TALLAHASSEE EXPLORATION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "H"

THE FOLLOWING COMPRISES SCHEDULE "H" ATTACHED TO AND FORMING PART OF AN AGREEMENT OF PURCHASE AND SALE DATED THE 9TH DAY OF FEBRUARY, 2018 BETWEEN PRICEWATERHOUSECOOPERS INC. LIT, solely in its capacity as receiver and manager of ANTERRA ENERGY INC., and not in its personal or corporate capacity, AND TALLAHASSEE EXPLORATION INC.

Identified ROFRs

Anterra File Number	Crown Lease Agreement Number	Lands	Anterra Working Interest	Current Third Party	Rights	Included Wells	Encumbrances
C0003	PNG Lease # 31428 PNG Lease # 4680	047- 04W5M: Sec 23	97.5%	Freehold Royalty Partnership (2.5% working interest)	NG from top Belly River to top Basal Belly River	11-23 & 14-23-047- 04W5M	10% NCGOR based on 47.5% production payable to Sinopec Daylight Energy Ltd.
C0003	PNG Lease # 31428 PNG Lease # 4680 PNG Lease # 3429	047- 04W5M: Sec 22, 25 & 36	97.5%	Freehold Royalty Partnership (2.5% working interest)	NG from top Belly River to top Basal Belly River (excluding 100/04-25-047- 04W5M, 100/04-36-047- 04W5M & 100/10-22-047- 04W5M)	N/A	Crown S/S LOR 15% NCGOR based on 47.5% production payable to Sinopec Daylight Energy Ltd. Crown S/S LOR