



Defined Terms

2. All capitalised terms not defined herein shall have the meanings defined in the First Report of the Receiver;

Approval of the Transaction

3. The ASA is commercially reasonable and is hereby authorised and approved. The Receiver is hereby authorised and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the terms of the ASA;
4. The Receiver is hereby authorised and directed to perform or cause to be performed the covenants of the ASA substantially in accordance with its terms, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely affect the terms therein;

Vesting Provisions

5. Upon Closing, all of Javelin's right, title, interest, estate and equity of redemption in and to the Assets (as defined on Schedule 2 hereto) shall, without further instrument of transfer or assignment, vest in the Purchaser in accordance with and as contemplated by the ASA absolutely and forever, free and clear of and from any and all claims by, through, or under Javelin, and free and clear of and from any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of Javelin whether or not they have attached or have been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**"), excepting only the Permitted Encumbrances (as defined in Schedule 2

attached hereto), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the “**Claimants**”), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings;

6. The Purchaser shall, by virtue of the completion of the transaction, have no liability of any kind whatsoever to any Claimants in respect of any Claims any of the Claimants may have against Javelin;
7. Other than a certified copy of this Order and a letter from Davis LLP, counsel to the Receiver, authorising the use of this Order (the “**Authorisation Letter**”), no further authorisation or approval or other action by any governmental authority or regulatory body exercising jurisdiction over the Assets shall be required for the closing (the “**Closing**”) and post-closing implementation of the transaction contemplated in the ASA;

#### Discharge of Registrations

8. The Receiver is authorised and directed to deliver to the Purchaser at Closing a general conveyance and specific conveyances signed by the Receiver in the manner provided for in Paragraph 11 of this Order, and upon filing of a certified copy of this Order and the Authorisation Letter, together with any applicable registration fees, the appropriate government authorities are hereby directed to register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Assets to the Purchaser except for Permitted Encumbrances. Without limiting the foregoing, the Minister of Energy for Alberta, acting pursuant to section 99 of the *Mines*

*and Minerals Act*, R.S.A. 2000, c. M-17 (Alberta), as amended and sections 36 and 47 of the *Builders' Lien Act*, R.S.A. 2000, c. B-7 (Alberta), as amended, is hereby directed to cancel and discharge the claims registered against the estate or interest of Javelin in and to the Assets located in the Province of Alberta including, and without limiting the generality of the foregoing, the Minister of Energy shall cancel and discharge the claims identified in Schedule 1 to this Order. For further certainty, the Minister of Energy shall not cancel and discharge the registration of such builders' liens, security interests or builders' lien statements registered against estates or interests other than the estate or interest of Javelin;

#### Distribution of Proceeds

9. The net proceeds of the Assets shall be distributed by the Receiver as follows:
  - (a) first, the Receiver shall retain sufficient funds as it determines, in its sole discretion, are required to fund the receivership;
  - (b) second, the Receiver shall retain the sum of \$500,000.00 to be held in relation to those Claims having priority over the secured claims of National Bank of Canada to the Assets, which funds shall not be released by the Receiver without further order of this Court;
  - (c) third, to National Bank of Canada on account of monies and obligations owed to it by Javelin and secured by the Assets (the "**NBC Debt**");
  - (d) finally, if the funds paid out under paragraph 9(c) above are sufficient to pay out the NBC Debt, the balance shall be held by the Receiver pending further order of this Court.
  
10. The funds held by the Receiver pursuant to paragraph 9(d) above shall stand in the place and stead of the Assets and all Claims not identified as Permitted Encumbrances shall, to the extent that they are not paid from the net sale proceeds pursuant to this Order or otherwise, cease to be attached to or encumber or otherwise form a lien or a claim against

the Assets and shall attach to the net sale proceeds with the same validity, priority and in the same amounts, and subject to the same defences, that existed when the Claims attached to the Assets;

Miscellaneous

11. Any transfers, assignments, or other conveyances in respect of the Assets to be registered at any Land Titles Office, Alberta Energy or any other government agency, shall be deemed to be validly executed if signed in the following manner:

Alger & Associates Inc., in its capacity as Receiver  
and Receiver and Manager of Javelin Energy Inc.,  
and not in its personal capacity.

Per: \_\_\_\_\_

12. The transaction contemplated in the ASA shall not be void or voidable and shall not constitute nor shall be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended or any other applicable federal or provincial legislation, and the transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy;
13. Nothing in this Order shall prejudice any person's *in personam* claim against Javelin;
14. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body in the United States of America or any other foreign courts or any administrative body or other tribunal to act in aid of and to be complimentary to this Court in carrying out the terms of this Order;

15. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

*"B.E.C. Rouhani"*

\_\_\_\_\_  
J.C.C.Q.B.A.

ENTERED this 21 day of May, 2010.

\_\_\_\_\_  
K. MCAUSLAND  
Clerk of the Court of Queen's Bench



### Schedule 1

| <b>Encumbrance ID</b> | <b>Crown Lease Number</b>                | <b>Date of Registration</b> | <b>Type of Registration</b> | <b>Registrant</b>            |
|-----------------------|--|-----------------------------|-----------------------------|------------------------------|
| 0800198               | 24680<br>0595010344<br>0596100880<br>944 | 18-01-2008                  | Security Notice             | National Bank of Canada      |
| 0801517               | 0595010344<br>0596100880<br>944          | 21-05-2008                  | Builder's Lien              | Clear Hills Enterprises Ltd. |
| 0803453               | 0595010344<br>0596100880<br>944          | 21-11-2008                  | Builder's Lien              | Clear Hills Enterprises Ltd. |

## Schedule 2

1. **“AFEs”** means all authorities for expenditure, operations’ notices and mail ballots, if any, governing the conduct of, or payment for, any activity or operation on or with respect to any of the Assets and identified on Schedule A;
2. **“Affiliate”** has the meaning attributed thereto in the *Business Corporations Act* (Alberta);
3. **“Assets”** means the Petroleum and Natural Gas Rights, the Tangibles, the Seismic Data and the Miscellaneous Interests, but in each case subject to the Permitted Encumbrances;
4. **“Effective Date”** means February 1, 2010 at the hour of 12:01 A.M. local time in Calgary, Alberta;
5. **“Facilities”** means Javelin’s entire interest in and to all production facilities (downstream of the wellhead of any Well) including flow lines, and any dehydration or other field processing or storage facilities located on the Lands, for the purpose of transportation, storage and processing of Petroleum Substances, including but not limited to those identified in Schedule A;
6. **“Governmental Authority”** means any government or political subdivision thereof, any agency of government appointed pursuant to the Regulations and any other body or agency having, or purporting to have, authority over the Lands, the Facilities or any operation or activity thereon or with respect thereto;
7. **“Javelin”** means Javelin Energy Inc.;
8. **“Lands”** means the lands set forth and described in Schedule A, insofar as rights to the Petroleum Substances underlying those lands are granted by the Leases;
9. **“Leases”** means the leases, licences, permits and other documents of title set forth and described in Schedule A, by virtue of which the holder thereof is entitled to drill for, win, take, own or remove the Petroleum Substances within, upon or under the Lands or by virtue of which the holder thereof is deemed to be entitled to a share of 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;
10. **“Major Agreements”** means those agreements identified in Schedule A respecting the processing, treating, sale, transmission and marketing of Petroleum Substances or respecting the operation of any Wells;
11. **“Miscellaneous Interests”** means Javelin’s entire interest in and to all property, assets and rights on or with respect to the Lands, other than the Petroleum and Natural Gas Rights and the Tangibles, to the extent such property, assets and rights pertain to the Petroleum and Natural Gas Rights or the Tangibles, or any rights relating thereto,

including, without limitation of the generality of the foregoing, the entire interest of Javelin in:

- A. all contracts, agreements and documents, to the extent that they relate directly to the Petroleum and Natural Gas Rights or the Tangibles, including agreements for the sale, processing or transportation of Petroleum Substances;
- B. all rights to enter upon, use and occupy the surface of any lands overlying the Lands, or any lands upon which any Tangibles are located or of any lands to be crossed in order to gain access to any of the Lands or the Tangibles; and
- C. copies of engineering records, files, reports and data that, in the Vendor's reasonable judgement, relate directly to the Petroleum and Natural Gas Rights, any Well or the Tangibles, but excluding the Vendor's tax and financial records, and economic evaluations.

Unless otherwise agreed in writing by the Parties, however, the Miscellaneous Interests shall not include agreements, documents or data to the extent that: (i) they pertain to Javelin's proprietary technology or interpretations; or (ii) they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by Javelin to any assignee which is not an Affiliate of Javelin;

12. **"Party"** means any Person bound by the ASA;

13. **"Permitted Encumbrances"** means:

- (a) all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule A;
- (b) any Right of First Refusal or any similar restriction applicable to any of the Assets,
- (c) the terms and conditions of
  - (i) the Leases, including, without limitation, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Leases in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Leases;
  - (ii) the Major Agreements; and
  - (iii) the AFEs;
- (d) the right reserved to or vested in any grantor, government or other public authority by the term of any Lease or by the Regulations to terminate any Lease;

- (e) easements, rights of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;
- (f) taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets, but excluding all such taxes incurred up to the Effective Date that have not been paid;
- (g) agreements for the sale, processing or transportation of Petroleum Substances, which are terminable on not more than thirty (30) days notice (without an early termination penalty or other cost);
- (h) any obligation of Javelin to hold any portion of its interest in and to any of the Assets in trust for Third Parties;
- (i) any authority under the Regulations and any rights reserved to or vested in any municipality or Governmental Authority to control or regulate any of the Assets in any manner;
- (j) undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Javelin's share of the costs and expenses thereof which are not due or delinquent on the Effective Date or, if then due or delinquent are being contested in good faith by the Vendor on the Effective Date;
- (k) the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;
- (l) agreements and plans relating to pooling or unitization of any of the Lands;
- (m) the agreements, identified in Schedule A respecting the processing, treating or transmission of Petroleum Substances or respecting the operation of Wells by contract field operators;
- (n) provisions for penalties and forfeitures under agreements as a consequence of nonparticipation in operations; and
- (o) liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets;

14. **“Person”** includes individuals, executors, administrators, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities;
15. **“Petroleum and Natural Gas Rights”** means the entire interest of Javelin, as described in Schedule A in and to the Lands and, insofar as they pertain to the Lands and the Leases, lands with which the Lands are pooled or unitized;
16. **“Petroleum Substances”** means Javelin’s entire interest in and to petroleum, natural gas, and related hydrocarbons and every other mineral or substance whether hydrocarbon or not, produced in association therewith, or any of them, the right to explore for which, or an interest in which, is granted pursuant to the Leases, but only insofar as they pertain to the Lands;
17. **“Pipelines”** means the pipelines, if any, identified in Schedule A;
18. **“Purchaser”** means 1475136 Alberta Ltd.;
19. **“Regulations”** means all statutes, laws, rules, orders and regulations in effect from time to time and made by any Governmental Authority;
20. **“Right of First Refusal”** means any preferential right held by a Third Party to purchase any of the Assets;
21. **“Seismic Data”** means, all of Javelin’s proprietary two dimensional (“2D”) and three dimensional (“3D”) seismic and geophysical data, including reproducible copies of all field tapes; all final processed stacked tapes, including migrations; segPI format survey floppy disk and all basic field data, including shot point maps, observer reports, driller reports, computer printed survey audits, and monitor records; and, in the case of 3D seismic, the 3D surveys, bin disks, and bin maps, if any, as set out in Schedule C;
22. **“Tangibles”** means the entire interest of Javelin, whether leased or owned, in and to all tangible depreciable property, real property (other than the Leases) and assets that are:
  - A. located in or on the Lands and used, or intended for use, in connection with production, processing, gathering, storage, treatment or transportation operations respecting the Petroleum Substances, including, without limitation, the Wells (including the wellbores, casing, production tubing and wellheads thereof), the Facilities and the Pipelines; and
  - B. any additional items or equipment, whether located on or off the Lands that are related to the Assets including any rental equipment (but, with respect to rental equipment, limited to Javelin’s right to convey its lessee’s interest therein and, in any event, excluding any proprietary information technology owned by Third Parties and licensed to Javelin); and

- C. any additional items or equipment, whether located on or off the Lands that are indicated in Schedule A to be specifically included as Tangibles;
- 23. **“Third Party”** means any Person other than the Vendor and Purchaser;
- 24. **“Vendor”** means Alger & Associates Inc., in its capacity as Receiver and Manager of the current and future assets, undertakings and properties of Javelin Energy Inc. and not in its personal capacity;
- 25. **“Wells”** means the Javelin’s interest in and to all producing, suspended, abandoned, shut-in, injection, disposal and other wells located on the Lands or any lands pooled or unitized therewith, including, without limitation, the wells listed in Schedule A.

Schedule A to Schedule 2

This is SCHEDULE "A" to an Agreement of Purchase and Sale dated April 29, 2010 between Alger & Associates Inc., in its capacity as Receiver and Manager of the current and future assets, undertakings and properties of Javelin Energy Inc., as Vendor, and 1475136 Alberta Ltd., as Purchaser

the "AFEs", "Facilities", "Lands and Leases", "Major Agreements", "Pipelines" and "Tangibles"

## Schedule A1 WELLS

### Operated Wells

| UWI                 | License # | Prd Zone | Field         | Mode     |
|---------------------|-----------|----------|---------------|----------|
| 00/10-03-091-11W6/0 | 23520     | GETH     | DOIG          | Flow     |
| 00/15-04-091-11W6/0 | 176080    | None     | DOIG          | Stand    |
| 00/13-01-091-12W6/0 | 185141    | None     | CLEAR PRAIRIE | Abnd     |
| 00/08-11-091-12W6/0 | 185148    | BALD     | CLEAR PRAIRIE | Abd Zone |
| 00/08-11-091-12W6/2 | 185148    | BLUSKY   | CLEAR PRAIRIE | Abd Zone |
| 00/08-11-091-12W6/3 | 185148    | None     | CLEAR PRAIRIE | Abd Zone |
| 00/15-11-091-12W6/0 | 231958    | BELLOU   | CLEAR PRAIRIE | Abd Zone |
| 00/15-11-091-12W6/2 | 231958    | BLUSKY   | CLEAR PRAIRIE | Susp     |
| 00/15-11-091-12W6/3 | 231958    | MONTNEY  | CLEAR PRAIRIE | Flow     |
| 02/15-11-091-12W6/0 | 366804    | BALD     | CLEAR PRAIRIE | Abd Zone |
| 02/15-11-091-12W6/2 | 366804    | None     | CLEAR PRAIRIE | Stand    |
| 02/15-11-091-12W6/3 | 366804    | None     | CLEAR PRAIRIE | Stand    |
| 02/15-11-091-12W6/4 | 366804    | NORD     | CLEAR PRAIRIE | Flow     |
| 00/16-11-091-12W6/0 | 232720    | NOTIK    | CLEAR PRAIRIE | Flow     |
| 00/16-11-091-12W6/2 | 232720    | None     | CLEAR PRAIRIE | Stand    |
| 00/11-12-091-12W6/0 | 184810    | BALD     | CLEAR PRAIRIE | Stand    |
| 00/11-12-091-12W6/2 | 184810    | BLUSKY   | CLEAR PRAIRIE | Susp     |
| 00/05-13-091-12W6/3 | 373667    | None     | CLEAR PRAIRIE | N/A      |
| 00/01-14-091-12W6/0 | 184835    | CHARLK   | CLEAR PRAIRIE | Flow     |
| 00/01-14-091-12W6/2 | 184835    | BLUSKY   | CLEAR PRAIRIE | Susp     |
| 02/01-14-091-12W6/0 | 220788    | BELLOU   | CLEAR PRAIRIE | Susp     |
| 02/01-14-091-12W6/2 | 220788    | None     | CLEAR PRAIRIE | Stand    |
| 02/01-14-091-12W6/3 | 220788    | MONTNEY  | CLEAR PRAIRIE | Flow     |
| 00/10-14-091-12W6/0 | 366650    | MONTNEY  | CLEAR PRAIRIE | Flow     |

### Non-Operated Wells

| UWI                 | License # | Prd Zone | Field         | Mode |
|---------------------|-----------|----------|---------------|------|
| 00/07-34-090-12W6/0 | 172802    | TRIASS   | CLEAR PRAIRIE | Susp |
| 00/07-34-090-12W6/2 | 172802    | BLUSKY   | CLEAR PRAIRIE | Susp |

## Schedule A2

### Facilities

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| Type      | Name                   | Govt code:  |
|-----------|------------------------|-------------|
| Battery** | CLEAR PRAIRIE 8-33     | ABBT0053171 |
| Battery   | JAVELIN 15-11-091-12-6 | F22257      |
| Battery   | JAVELIN 01-14-091-12-6 | F39368      |

\*\* Sold to AltaGas, remains licensed in Javelin's Name

### Pipelines

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Approval No.48634 from 10-14-091-12W6 to 01-14-091-12W6

### Major Agreements

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| Name                                   | Party(s)         |
|--|------------------|
| Compressor Package Rental Agreement    | AltaGas          |
| Master Service Agreement #2008-025     | Nabors / AltaGas |
| Gas Gathering and Processing Agreement | AltaGas          |
| Road Use Agreements                    | CNR              |

### AFE's

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None

Schedule "A"

Javelin Energy Inc. - Land Schedule

| Leases                | Lands            | Rights                            | Expiry        | Owner           | Interest% | Permitted Encumbrances  | Associated Wells  | Status   |
|-----------------------|------------------|-----------------------------------|---------------|-----------------|-----------|---|---|--|
| 0595010344            | 091-12W6M 14     | All P&NG to base Belloy           | Sec 15 (cont) | Javelin         | 100       | Crown S/S<br>GORR 6% calculated on 100% from the Charlie Lake and Middle Montenezy only to Warrior Resource Corporation<br>NGORR 10% (no deductions) calculated on 75% of all Notikewin production paid to EnCana 100% by Javelin | 00/01-14-091-12W6/0<br>00/01-14-091-12W6/2<br>02/01-14-091-12W6/0<br>02/01-14-091-12W6/2<br>02/01-14-091-12W6/3<br>00-10-14-091-12W6/0  | Gas Flow.<br>Gas Flow.<br>Gas Flow.<br>Gas Flow.<br>Gas Flow.<br>Gas Flow.   |
| 0596100880<br>Split A | 091-12W6M 11     | All P&NG to base Belloy           | Sec 15 (cont) | Javelin         | 100       | Crown S/S<br>GORR 6% calculated on 100% from the Charlie Lake and Middle Montenezy only to Warrior Resource Corporation<br>NGORR 10% (no deductions) calculated on 75% of all Notikewin production paid to EnCana 100% by Javelin | 00/08-11-091-12W6/0<br>00/08-11-091-12W6/2<br>00/08-11-091-12W6/3<br>00/15-11-091-12W6/0<br>00/15-11-091-12W6/2<br>00/15-11-091-12W6/3<br>02/15-11-091-12W6/0<br>02/15-11-091-12W6/2<br>02/15-11-091-12W6/3 | Aban. Zone<br>Aban. Zone<br>Aban. Zone<br>Aban. Zone<br>Gas Flow.<br>Gas Flow.<br>Aban. Zone<br>Aban. Zone<br>Gas Flow.<br>Gas Flow. |
| 0596100880<br>Split B | 091-12W6M 12     | All P&NG to base Belloy           |               |                 |           | Crown S/S<br>NGORR 10% (no deductions) calculated on 75% of all Notikewin production paid to EnCana 100% by Javelin   | 00-11-12-091-12W6/2   | Gas Susp.  |
| 0596100880<br>Split C | 091-12W6M 03     | All P&NG to base Bluesky-Bullhead | Sec 15 (cont) | Javelin         | 100       | Crown S/S<br>NGORR 10% (no deductions) calculated on 75% of all Notikewin production paid to EnCana 100% by Javelin   | 00/06-33-090-12W6/0<br>00/07-33-090-12W6/0<br>00/09-33-091-12W6/0<br>00/09-33-091-12W6/2<br>00/07-34-090-12W6/2   | Gas Susp.<br>Gas Susp.<br>Gas Susp.<br>Gas Susp.<br>Gas Pump.  |
| 24680<br>Split A      | 090-12W6M 33     | All P&NG to base Bluesky-Bullhead | Sec 15 (cont) | CNRL<br>Javelin | 75<br>25  | Crown S/S<br>GORR 1% calculated on 50% of prod. to Heather Oils Ltd. by Javelin 25%, CNRL 75%<br>NGORR 10% (no deductions) calculated on 37.5% of all Notikewin production paid to EnCana 100% by Javelin                         |   |  |
| 24680<br>Split B      | 90-12W6M 34 & 35 | All P&NG to base Bluesky-Bullhead | Sec 15 (cont) | CNRL<br>Javelin | 75<br>25  | Crown S/S<br>GORR 1% calculated on 50% of prod. to Heather Oils Ltd. by Javelin 25%, CNRL 75%<br>NGORR 10% (no deductions) calculated on 18.75% of all Notikewin production paid to   | 00/07-34-090-12W6/0<br>00/07-34-090-12W6/2  | Gas Susp.<br>Gas Pump.   |

EnCana 100% by Javelin

|            |           |             |   |                |         |     |           |                     |          |
|------------|-----------|-------------|---|----------------|---------|-----|-----------|---------------------|----------|
| 0504040663 | 091-12W6M | 13SW        | All P&NG below base Bluesky-Bullhead    | Expired        | Javelin | 100 | Crown S/S | 00/05-13-091-12W6/3 | ABD      |
| 944        | 091-11W6M | 02,03,10,11 | Natural Gas only in the Bluesky-Gething | Sec 15 (cont.) | Javelin | 100 | Crown S/S | 00/10-03-091-11W6/0 | Gas Flow |
| 0505030553 | 091-12W6M | 13E         | All P&NG below base of Bluesky-Bullhead | Expired        | Javelin | 100 | Crown S/S |                     |          |
| 0505060272 | 091-12W6M | 13NW        | All P&NG below base of Bluesky-Bullhead | 6/2/2010       | Javelin | 100 | Crown S/S |                     |          |
| 0505060594 | 091-11W6M | 04          | All P&NG                                | 6/16/2010      | Javelin | 100 | Crown S/S | 00/15-04-091-11W6/0 | Standing |

CNOJAVELIN JOINT LANDS  
CLEAR HILLS

| File No. | Lease          | Lessee | Legal Description/Rights   | Business Associate        | Working Interest (%)           | APD Interest (%)               | Status                        | Royalties / Encumbrances   | Well UMI                                  | Headline |
|----------|----------------|--------|--|---------------------------|--------------------------------|--------------------------------|-------------------------------|--|---|----------|
|          | 001 24680      |        | Trp 90 Rge 12 W6M Section 33;<br>ALL PNG in GETTING;   | CNR(Or)<br>JAVELIN ENERGY | 50.0000000000<br>50.0000000000 | 75.0000000000<br>25.0000000000 | AS SEC 15(1)(A)<br>PRODUCTION | LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%<br><br>Convertible GROSS OVERRIDING ROYALTY 15.00% Fixed Rate on 100.00% Production on NATURAL GAS, Convertible GROSS OVERRIDING ROYALTY MINIMUM MAX on 100.00% Production 1/23 (365 (5.00% - 15.00%) per M3 (Cubic Metres) on PETROLEUM, paid to CANADIAN NATURAL RESOURCES 100% paid by CANADIAN NATURAL RESOURCES 50%, JAVELIN ENERGY INC. 50%<br><br>GROSS OVERRIDING ROYALTY 1.00% Fixed Rate on 50.00% Production on ALL PNG; paid to HEATHER OIL LTD. 100% paid by CANADIAN NATURAL RESOURCES 50%, JAVELIN ENERGY INC. 50% | 100606-33-080-12W600                      |          |
|          |                |        | Trp 90 Rge 12 W6M S of Section 33;<br>(EXCLUDING THE WELLBORE LOCATED @UM<br>1006063309012W600 & 02);<br>Trp 90 Rge 12 W6M NW of Section 33;<br>(EXCLUDING THE WELLBORE LOCATED @UM<br>1006063309012W600 & 02);<br>ALL PNG from TOP OF SURFACE to BASE OF BLUESKY-<br>BULLHEAD; and ALL PNG GETTING;<br>Trp 90 Rge 12 W6M NE of Section 33;<br>(EXCLUDING THE WELLBORE LOCATED @UM<br>1006063309012W600 & 02);<br>ALL PNG from TOP OF SURFACE to BASE OF BLUESKY-<br>BULLHEAD and ALL PNG GETTING; | CNR(Or)<br>JAVELIN ENERGY | 75.0000000000<br>25.0000000000 |                                | AS SEC 15(1)(A)<br>PRODUCTION | LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%<br><br>GROSS OVERRIDING ROYALTY 1.00% Fixed Rate on 50.00% Production on ALL PNG; paid to HEATHER OIL LTD. 100% paid by CANADIAN NATURAL RESOURCES 75%, JAVELIN ENERGY INC. 25%<br><br>LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%   | 100606-33-080-12W600                      |          |
|          |                |        | Trp 90 Rge 12 W6M Section 34;<br>ALL PNG from TOP OF SURFACE to TOP OF BLUESKY-<br>BULLHEAD;   | CNR(Or)<br>JAVELIN ENERGY | 75.0000000000<br>25.0000000000 |                                | AS SEC 15(1)(A)<br>PRODUCTION | GROSS OVERRIDING ROYALTY 1.00% Fixed Rate on 50.00% Production on ALL PNG; paid to HEATHER OIL LTD. 100% paid by CANADIAN NATURAL RESOURCES 75%, JAVELIN ENERGY INC. 25%<br><br>LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%   | 100607-33-080-12W600                      |          |
|          | 001 24680      |        | Trp 90 Rge 12 W6M Section 34;<br>ALL PNG in BLUESKY-BULLHEAD;  | CNR(Or)<br>JAVELIN ENERGY | 75.0000000000<br>25.0000000000 |                                | AS SEC 15(1)(A)<br>PRODUCTION | GROSS OVERRIDING ROYALTY 1.00% Fixed Rate on 50.00% Production on ALL PNG; paid to HEATHER OIL LTD. 100% paid by CANADIAN NATURAL RESOURCES 75%, JAVELIN ENERGY INC. 25%<br><br>LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%   | 100607-34-080-12W600<br>100607-408012W600 |          |
| M00087   | 504040683      |        | Trp 90 Rge 12 W6M Section 35;<br>ALL PNG from TOP OF SURFACE to BASE OF BLUESKY-<br>BULLHEAD;  | CNR(Or)<br>JAVELIN ENERGY | 75.0000000000<br>25.0000000000 |                                | AS SEC 15(1)(A)<br>PRODUCTION | GROSS OVERRIDING ROYALTY 1.00% Fixed Rate on 50.00% Production on ALL PNG; paid to HEATHER OIL LTD. 100% paid by CANADIAN NATURAL RESOURCES 75%, JAVELIN ENERGY INC. 25%<br><br>LESSOR ROYALTY CROWN SLIDING SCALE on 100.00% Production on ALL PNG; paid to MINISTER OF FINANCE, PROVINCE OF ALBERTA 100%   | 100606-13-081-12W603                      | 64       |
| M00093   | 002 944        |        | Trp 81 Rge 12 W6M SW 13; PNG below base Blue-sky<br>Bullhead   | JAVELIN ENERGY            | 100.0000000000                 |                                | Flowing Gas                   |  | 100719-03-081-11W600                      | 1024     |
| M00101   | 005 0505030553 |        | Trp 81 Rge 11 W6M Sec 2,3,10,11; NG in Bluesky - Getting<br>Bullhead   | JAVELIN ENERGY            | 100.0000000000                 |                                |                               |  |   | 128      |
|          | 005 0505030553 |        | Trp 81 Rge 12 W6M E13; PNG below base Bluesky -<br>Bullhead  | JAVELIN ENERGY            | 100.0000000000                 |                                |                               |  |   |          |

CHOKIAVELIN JOINT LANDS  
CLEAR HILLS

|        |                |  |  |                |                |  |  |  |           |   |     |
|--------|----------------|--|--|----------------|----------------|--|--|--|-----------|---|-----|
| M00104 | 005 0505060272 |  | Typ 81 Rge 12 W6M Sec NW 13; PANG from base Bluesky Bullhead to basement   | JAVELIN ENERGY | 100.0000000000 |  |  |  | Crown S/S | 10015-04-091-11N6S0   | 64  |
| M00103 | 005 0505060584 |  | Typ 81 Rge 11 W6M Sec 4: All PANG  | JAVELIN ENERGY | 100.0000000000 |  |  |  | Crown S/S | 10008-11-081-12N6S0<br>10008-11-081-12N6S0<br>10008-11-081-12N6S0<br>10015-11-081-12N6S0<br>10015-11-081-12N6S0<br>10015-11-081-12N6S0<br>10275-11-081-12N6S0<br>10275-11-081-12N6S0<br>10275-11-081-12N6S0<br>10018-11-081-12N6S0<br>10018-11-081-12N6S0<br>10011-12-081-12N6S0<br>10011-12-081-12N6S0 | 256 |
|        | 005 0596100680 |  | Typ 81 Rge 12 W6M Sec 3: All PANG from surface to base Bluesky - Bullhead<br>Typ 91 Rge 12 W6M Sec 11,12: surface to base Bailey | JAVELIN ENERGY | 100.0000000000 |  |  |  | Crown S/S | 10001-14-091-12N6S0<br>10201-14-091-12N6S0<br>10201-14-091-12N6S0<br>10201-14-091-12N6S0  | 768 |
|        | 005 0565010344 |  | Typ 91 Rge 12 W6M Sec 14: All PANG from surface to base Bailey   | JAVELIN ENERGY | 100.0000000000 |  |  |  | Crown S/S | 10010-14-091-12N6S0   | 256 |

Schedule C to Schedule 2

This is SCHEDULE C to an Agreement of Purchase and Sale dated April 29, 2010 between Alger & Associates Inc., in its capacity as Receiver and Manager of the current and future assets, undertakings and properties of Javelin Energy Inc., as Vendor, and 1475136 Alberta Ltd., as Purchaser

the "Seismic Data"

None

Action No. 0901-18227

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**IN THE COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL DISTRICT OF CALGARY**

BETWEEN:

**NATIONAL BANK OF CANADA**

Plaintiff

- and -

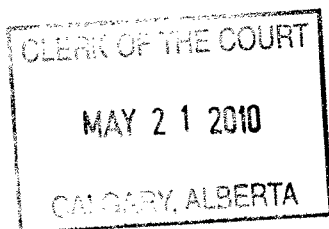
**JAVELIN ENERGY INC., CASCADE  
CAPITAL PARTNERS INC. and BRIAN  
D. FRASER**

Defendants

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**APPROVAL AND VESTING ORDER**

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**DAVIS LLP**  
Barristers & Solicitors  
1000 - 250 2<sup>nd</sup> St. SW  
Calgary, Alberta  
T2P 0C1

**Larry B. Robinson, Q.C.**  
Phone: 403.698.8715  
Fax: 403.697.6609  
File No. 77918-1