

PURCHASE AND SALE AGREEMENT

This Agreement made this 1st day of June, 2022

BETWEEN:

PINE CLIFF ENERGY LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta

(hereinafter referred to as the "Vendor")

- and -

URIEL GAS HOLDINGS CORP., a body corporate, having an office in the City of Calgary, in the Province of Alberta

(hereinafter referred to as the "Purchaser")

WHEREAS the Vendor wishes to sell and the Purchaser wishes to purchase the entire interest of the Vendor in and to the Assets, and therefore the Parties agree as follows:

1. Incorporation of Property Transfer Procedure

This agreement is a Head Agreement, as defined in the 2017 CAPL Property Transfer Procedure (the "Property Transfer Procedure"), and the Parties agree that the complete transaction between them with respect to the sale of the Assets by the Vendor to the Purchaser is governed by the Property Transfer Procedure, as amended by the elections and amendments to the Property Transfer Procedure attached hereto as Schedule D and by the provisions of this Head Agreement.

2. Definitions

Each capitalized term used in this Head Agreement will have the meaning given to it in the Property Transfer Procedure. In addition:

- a) "AER" means the Alberta Energy Regulator;
- b) "Closing Date" three (3) business days, or another mutually agreed upon date, following receipt of the Licence Transfers approval from the AER as is outlined within Clause 5 of this Head Agreement;
- c) "Effective Date" means June 1, 2022, and
- d) "Licence Transfer(s)" means, in relation to the Assets, the transfers of any leases, permits, approvals, licences and authorizations granted by the AER or any applicable regulatory authority having jurisdiction over the Assets.

3. Schedules

The following Schedules are attached hereto and made part of this Head Agreement:

- a) Schedule "A" which is the Land Schedule and identifies:
 - (i) the Lands;
 - (ii) the Leases;
 - (iii) the Petroleum and Natural Gas Rights
 - (iv) any other agreements, documents or data that are to be excluded from the Miscellaneous Interests under that definition;

- (v) any encumbrances, Rights of First Refusal, production sales agreements, other agreements, penalties or other items required to be included in the Land Schedule under the definition of Permitted Encumbrances or the definition of Title and Operating Documents;
- b) Schedule "B" the Wells
- c) Schedule "C" the Tangibles including any Facilities required to be included in and under the definition of Facilities, any other Tangibles described in Paragraph (c) of the definition of Tangibles and any assets otherwise falling within the definition of Tangibles that are specifically excluded therefrom;
- d) Schedule "D" the list of elections and amendments to the Property Transfer Procedure;
- e) Schedule "E" which is the form of General Conveyance that is to be delivered by the Vendor and the Purchaser at Closing, and
- f) Schedule "F" which is the form of the Representations and Warranties Certificates that are to be delivered by the Vendor and the Purchaser at Closing;

4. Purchase and Sale

The Purchaser agrees to purchase the Assets from the Vendor and the Vendor agrees to sell the Assets to the Purchaser on the terms and conditions set forth in this Head Agreement. Subject to the modifications that may be made under the Property Transfer Procedure, the consideration payable by the Purchaser to the Vendor for the Assets is Two Million Dollars (\$2,000,000.00) and is allocated among the Assets as follows:

a)	To Petroleum and Natural Gas Rights	\$ 1,600,000.00
b)	To the Tangibles	\$ 399,990.00
c)	To Miscellaneous Interests	\$ <u>10.00</u>
	TOTAL	<u>\$ 2,000,000.00</u>

5. Pre-Closing Licence Transfer Application

Immediately upon the execution of this Head Agreement, the Parties shall submit the Well, Pipeline and Facility Licence Transfer applications to the AER for approval. The Parties agree to take all reasonable actions to facilitate the approval of the License Transfers, including without limitation, the Purchaser posting a security deposit or other bond with the AER if required. If the AER ultimately refuses to approve such Licence Transfers, or if the Licence Transfers are not approved by the AER prior to December 1, 2022, whichever shall first occur, this Head Agreement shall terminate, and the Parties shall have no further obligation to each other under this Head Agreement.

6. Adjustments

For clarity, and pursuant to Clause 4.03 of the Property Transfer Procedure, there will be no adjustments made for income taxes during the Interim Period.

All other adjustments necessary under this Head Agreement will be captured via the interim and final statement of adjustments as per 4.02 of the Property Transfer Procedure.

7. Knowledge or Awareness

Clause 1.08 of the Property Transfer Procedure shall be replaced with the following:

The knowledge or awareness of the Vendor herein consists of the actual knowledge or awareness of its current officers who are primarily responsible for the matter in question in the course of their normal duties

("Knowledge"). For these purposes, Knowledge does not include the knowledge and awareness of any other person or persons or constructive knowledge. The Vendor does not have any obligation to make inquiry of third parties or the files and records of any third party or public authority in connection with representations and warranties that are made to its Knowledge.

8. Execution in Counterpart and by Facsimile or Electronic Means

This Head Agreement may be executed in counterpart. All of those executed counterpart pages when taken together will constitute this Head Agreement.

The Parties agree to the execution of the specific conveyance documentation and/or closing documentation relating to the transfer of assets contemplated in this Head Agreement ("Specific Conveyance and Closing Documents") in counterparts and, if possible, to effect electronic delivery of those counterparts. Accordingly, the parties hereby agree that any and all of the Specific Conveyance and Closing Documents may be executed by use of electronic signatures and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Each party may deliver an executed counterpart to the other party via facsimile, in .PDF format via e-mail, or via any other means of electronic transmission the parties may mutually agree upon provided that it: (i) is capable of easily producing a legible hard copy of the executed counterpart so delivered; and (ii) meets the requirements of the Electronic Transactions Act (Alberta) and any regulations made thereunder, as supplemented, amended, or replaced from time to time.

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

Vendor

Purchaser

PINE CLIFF ENERGY LTD.

URIEL GAS HOLDINGS CORP.

"Phil Hodge"

"Gregory L. Kaiser"

Per: _____
Phil Hodge
President & CEO

Per: _____
Gregory L. Kaiser
Chief Operating Officer

This is the counterpart execution page attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp.

This is Schedule "A" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp. (Purchaser)

Lands, Leases and Petroleum and Natural Gas Rights

Apogee Petroleum Inc. generated property report immediately following this page forming part of Schedule "A" (8 pages).

Rights of First Refusal

None

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA L ANDS

M00047-1	Status	Active	Lease date	Aug-01-2019	Gross rental	672.00	Hectares	Gross	Net
	Name/ID	0419080013	Expiry date	Jul-31-2024	Net rental	672.00	Developed	0.000	0.000
	Type	P&NG LEASE	Extension date		Next rental date	Aug-01-2022	Undeveloped	192.000	192.000
	Area	RICHDAL	Extension		Paid by	APOGEE PETROLEUM INC.	Total	192.000	192.000
	Prov/State	Alberta	Terminated						
Min int	100.00000000								
Int type	Working Interest								
Lands					DOI	Percentage	Flags	Notes	
TWP 28 RGE 13 W4M N 20,SE 20					WI - Default / Rental	100.00000000%	0		
P&NG from Base Viking to Basement					APOGEE PETROLEUM INC.				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
Unconverted Split Acquired date: Jul-31-2019									
Data									
M00050-1	Status	Active	Lease date	Aug-15-2019	Gross rental	896.00	Hectares	Gross	Net
	Name/ID	0419080095	Expiry date	Aug-14-2024	Net rental	896.00	Developed	0.000	0.000
	Type	P&NG LEASE	Extension date		Next rental date	Aug-14-2022	Undeveloped	256.000	256.000
	Area	RICHDAL	Extension		Paid by	APOGEE PETROLEUM INC.	Total	256.000	256.000
	Prov/State	Alberta	Terminated						
Min int	100.00000000								
Int type	Working Interest								
Lands					DOI	Percentage	Flags	Notes	
TWP 28 RGE 13 W4M 29					WI - Default / Rental	100.00000000%	0		
P&NG from Base Mannville to Basement					APOGEE PETROLEUM INC.				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
Unconverted Split Acquired date: Aug-14-2019									
Data									
M00048-1	Status	Active	Lease date	Aug-01-2019	Gross rental	896.00	Hectares	Gross	Net
	Name/ID	0419080014	Expiry date	Jul-31-2024	Net rental	896.00	Developed	0.000	0.000
	Type	P&NG LEASE	Extension date		Next rental date	Aug-01-2022	Undeveloped	256.000	256.000
	Area	RICHDAL	Extension		Paid by	APOGEE PETROLEUM INC.	Total	256.000	256.000
	Prov/State	Alberta	Terminated						
Min int	100.00000000								
Int type	Working Interest								
Lands					DOI	Percentage	Flags	Notes	
TWP 28 RGE 13 W4M 30					WI - Default / Rental	100.00000000%	0		
P&NG from Base Mannville to Basement					APOGEE PETROLEUM INC.				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDALE, ALBERTA LANDS

	Royalty Type	Product	Method	Rate	Conv	Payee		Payor		Source	
	Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000		
	Remarks										
	Unconverted Data	Split Acquired date: Jul-31-2019									
M00042-1	Status	Active	Lease date	Aug-20-2018	Gross rental	805.00	Hectares	Gross	Net		
	Name/ID	HERITAGE M120902	Expiry date	Aug-19-2020	Net rental	805.00	Developed	65.154	65.154		
	Type	PET LEASE	Extension date	Jan-01-2999	Next rental date	Aug-19-2022	Undeveloped	0.000	0.000		
	Area	RICHDALE	Extension	Held By	Paid by	APOGEE PETROLEUM INC.	Total	65.154	65.154		
	Prov/State	Alberta	Terminated	Production							
	Min int	100.00000000									
	Int type	Working Interest									
	Lands	TWP 28 RGE 13 W4M NE 31 Petroleum In Banff				DOI	WI - Default / Rental		Percentage	Flags	Notes
							APOGEE PETROLEUM INC.	100.00000000%	O		
	Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR	
100/16-31-028-13W4/00		Abandoned	Oil	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001			
100/16-31-028-13W4/02		Suspended	Oil	100.00000000	C00021 - 1	Contract	Inactive	Oct-21-2005			
					C90016 - 1	Contract	Terminated	Feb-28-2019			
					E00093	Surface	Active	Sep-05-2007			
					S00015	Surface	Active	Feb-28-2006			
	Royalty Type	Product	Method	Rate	Conv	Payee		Payor		Source	
	Gross Overriding Royalty	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC.	50.00000000	APOGEE PETROLEUM INC.	100.00000000	C00016 - 1	
	Lessor	All	Fixed	20% based on 100% Production	No	HERITAGE ROYALTY RESOURCES CORP.	100.00000000	APOGEE PETROLEUM INC.	100.00000000		
	Remarks										
	General	CERTIFICATE OF TITLE NUMBER - 151 288 886 +8									
	General	CAVEAT NUMBER - 191 001 643									
	General	CLAUSE 2.3 - FOR ALL PURPOSES UNDER THIS LEASE, THE WELL 100/16-31-028-13W4/02 IS HEREBY DEEMED TO HAVE BEEN DRILLED BY THE LESSEE DURING THE PRIMARY TERM HEREOF.									
	Unconverted Data	Split Acquired date: Sep-01-2018									
	General	CLAUSE 7.1 - OFFSET OBLIGATION WILL BE WAIVED FOR THE PRIMARY TERM									
M00002-1	Status	Active	Lease date	Jun-04-1976	Gross rental	448.00	Hectares	Gross	Net		
	Name/ID	42680	Expiry date	Jun-03-1986	Net rental	242.14	Developed	128.000	69.184		
	Type	P&NG LEASE	Extension date	Jan-01-2999	Next rental date	Jun-03-2021	Undeveloped	0.000	0.000		
	Area	RICHDALE	Extension	Section 15	Paid by	BONAVISTA ENERGY CORPORATION	Total	128.000	69.184		
	Prov/State	Alberta	Terminated								
	Min int	100.00000000									
	Int type	Working Interest									
	Lands	TWP 28 RGE 13 W4M E 32 P&NG from Surface to Base Mannville				DOI	WI - Default / Rental		Percentage	Flags	Notes
							APOGEE PETROLEUM INC.	54.05000000%			
							BONAVISTA ENERGY CORPORATION	27.82500000%	O		
						CONCREST CORPORATION LTD.	18.12500000%				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR		
100/10-32-028-13W4/00	Mannville	Suspended	Gas	50.00000000	C00007 - 1	Contract	Active	Feb-01-2001	Alternate A		
100/10-32-028-13W4/02	Viking	Suspended	Gas	50.00000000	C90016 - 1	Contract	Terminated	Feb-28-2019			

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA L ANDS

Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	CONCREST CORPORATION LTD. APOGEE PETROLEUM INC. BONAVISTA ENERGY CORPORATION	18.12500000 54.05000000 27.82500000	
Gross Overriding Royalty	All	Fixed	7.5% based on 50% Production	No	CANADIAN NATURAL RESOURCES LIMITED	100.00000000	APOGEE PETROLEUM INC. BONAVISTA ENERGY CORPORATION CONCREST CORPORATION LTD.	54.05000000 27.82500000 18.12500000	
Remarks Unconverted Data Split Acquired date: Sep-01-2018									
M00027-1	Status Active Name/ID 0402090035 Type P&NG LEASE Area RICHDAL Prov/State Alberta Min int 100.00000000 Int type Working Interest	Lease date Sep-05-2002 Expiry date Sep-04-2007 Extension date Dec-31-2199 Extension Section 15 Terminated	Gross rental 224.00 Net rental 224.00 Next rental date Sep-04-2022 Paid by APOGEE PETROLEUM INC.	Hectares Gross Net Developed 64.000 64.000 Undeveloped 0.000 0.000 Total 64.000 64.000					
Lands TWP 28 RGE 13 W4M NE 32 P&NG from Base Mannville to Base Banff				DOI WI - Default / Rental APOGEE PETROLEUM INC.	Percentage 100.00000000%	Flags O	Notes		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
102/10-32-028-13W4/00	Banff	Suspended	Oil	100.00000000	C00015 - 1 C00016 - 1 C90016 - 1 S00016 S00017 S00054	Contract Contract Contract Surface Surface Surface	Inactive Active Terminated Active Active Active	Apr-05-2001 Jan-01-2001 Feb-28-2019 Jan-31-2005 Dec-03-2004 Dec-21-2004	Alternate A
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Gross Overriding Royalty	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC. GARY TETHER	50.00000000 50.00000000	APOGEE PETROLEUM INC.	100.00000000 C00016 - 1	
Remarks Continuation CROWN LETTER ON FILE DATED DECEMBER 8, 2021 INDICATES LEASE IS CONTINUED INDEFINITELY UNDER SECTION 15. SEE FILE FOR FURTHER DETAILS. Continuation A 1YR EXTENSION UNDER SECTION 18(6) HAS BEEN GRANTED TO AUGUST 19/21 Continuation CROWN LETTER ON FILE DATED DECEMBER 8, 2021 INDICATES LEASE IS CONTINUED INDEFINITELY UNDER SECTION 15. SEE FILE FOR FURTHER DETAILS. General AB ENERGY HAS SERVED APOGEE WITH A SECTION 18 NOTICE DATED AUG 19/19									
M00049-1	Status Active Name/ID 0419080015 Type P&NG LEASE Area RICHDAL Prov/State Alberta Min int 100.00000000 Int type Working Interest	Lease date Aug-01-2019 Expiry date Jul-31-2024 Extension date Extension Terminated	Gross rental 672.00 Net rental 672.00 Next rental date Aug-01-2022 Paid by APOGEE PETROLEUM INC.	Hectares Gross Net Developed 0.000 0.000 Undeveloped 192.000 192.000 Total 192.000 192.000					
Lands TWP 28 RGE 13 W4M S 32 P&NG from Base Mannville to Basement TWP 28 RGE 13 W4M NW 32 P&NG from Base Banff to Basement				DOI WI - Default / Rental APOGEE PETROLEUM INC.	Percentage 100.00000000%	Flags O	Notes		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA LANDS

Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC. 100.00000000		
Remarks Offset OFFSET NOTICE #2200875H HAS BEEN COMPLIED WITH AND THE BANFF OFFSET FORMATION HAS BEEN SURRENDERED IN THE NW. LEASE IS UPDATED PER OFFSET RESPONSE NOTICE DATED MARCH 30, 2021 Offset AB ENERGY SENT OFFSET NOTICE #2200875H DATED OCTOBER 14, 2020 FOR NW 32-028-13W5M OFFSET WELL 100/16-31-028-13W4/02 P&NG FROM BANFF. RESPONSE DUE: APRIL 14/21 Unconverted Data Split Acquired date: Jul-31-2019									
M00006-1	Status Active Name/ID 34516A Type P&NG LEASE Area RICHDAL Prov/State Alberta Min int 100.00000000 Int type Working Interest	Lease date Dec-03-1973 Expiry date Dec-02-1983 Extension date Jan-01-2999 Extension Section 15 Terminated	Gross rental 448.00 Net rental 242.14 Next rental date Dec-02-2022 Paid by BONAVISTA ENERGY CORPORATION	Hectares Developed 448.000 Undeveloped 0.000 Total 448.000	Gross 242.144	Net 0.000 242.144			
Lands TWP 28 RGE 13 W4M W 32 P&NG from Surface to Base Mannville				DOI WI - Default / Rental APOGEE PETROLEUM INC. BONAVISTA ENERGY CORPORATION CONCREST CORPORATION LTD.	Percentage 54.05000000% 27.82500000% 18.12500000%	Flags O	Notes		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
100/10-32-028-13W4/00	Mannville	Suspended	Gas	50.00000000	C00007 - 1	Contract	Active	Feb-01-2001	Alternate A
100/10-32-028-13W4/02	Viking	Suspended	Gas	50.00000000	C90016 - 1	Contract	Terminated	Feb-28-2019	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC. 54.05000000 BONAVISTA ENERGY CORPORATION 27.82500000 CONCREST CORPORATION LTD. 18.12500000		
Gross Overriding Royalty	All	Fixed	7.5% based on 50% Production	No	CANADIAN NATURAL RESOURCES LIMITED	100.00000000	APOGEE PETROLEUM INC. 54.05000000 BONAVISTA ENERGY CORPORATION 27.82500000 CONCREST CORPORATION LTD. 18.12500000		
Remarks Unconverted Data Split Acquired date: Sep-01-2018									
M00046-1	Status Active Name/ID HERITAGE M121774 Type NG LEASE Area RICHDAL Prov/State Alberta Min int 100.00000000 Int type Working Interest	Lease date Jul-15-2019 Expiry date Jul-14-2022 Extension date Extension Terminated	Gross rental 3,235.00 Net rental 3,235.00 Next rental date Jul-14-2022 Paid by APOGEE PETROLEUM INC.	Hectares Developed 258.800 Undeveloped 0.000 Total 258.800	Gross 258.800	Net 258.800			
Lands TWP 29 RGE 13 W4M 5 Natural Gas from Surface to Basement Excluding Natural Gas from Top Banff to Base Banff				DOI WI - Default / Rental APOGEE PETROLEUM INC.	Percentage 100.00000000%	Flags O	Notes		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA L ANDS

100/02-05-029-13W4/00	Viking	Suspended	Gas	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001	
100/03-05-029-13W4/03	Mannville	Suspended	Gas	100.00000000	C00018 - 1	Contract	Active	Nov-01-2002	
100/10-05-029-13W4/00	Banff	Observation			E00049	Surface	Active	Aug-13-2004	
					E00050	Surface	Active	Jun-30-2003	
					S00004	Surface	Active	Jul-20-1993	
					S00005	Surface	Active	Jun-15-1993	
					S00020	Surface	Active	Jul-26-2004	
					S00021	Surface	Active	Mar-25-2004	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor		Source	
Gross Overriding	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC.	50.00000000	APOGEE PETROLEUM INC.	100.00000000 C00016 - 1	
Royalty					GARY TETHER	50.00000000			
Lessor	All	Fixed	20% based on 100% Production	No	HERITAGE ROYALTY RESOURCES CORP.	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
Unconverted	Split Acquired date: Jul-15-2019								
Data									
General	THIS LEASE WAS TAKEN TO REPLACE THE ORIGINAL NG LEASE DATED MARCH 10, 2003. AS HERITAGE TERMINATED THE 2003 LEASE BY LETTER DATED NOVEMBER 23, 2017. ORIGINAL ALPHABOW FILE #M22557								
M00041-1	Status	Active	Lease date	Aug-20-2018	Gross rental	800.00	Hectares	Gross	Net
	Name/ID	HERITAGE M120901	Expiry date	Aug-19-2020	Net rental	800.00	Developed	64.750	64.750
	Type	PET LEASE	Extension date	Jan-01-2999	Next rental date	Aug-19-2022	Undeveloped	0.000	0.000
	Area	RICHDAL	Extension	Held By	Paid by	APOGEE PETROLEUM INC.	Total	64.750	64.750
	Prov/State	Alberta		Production					
	Min int	100.00000000	Terminated						
	Int type	Working Interest							
Lands	TWP 29 RGE 13 W4M NW 5 Petroleum In Banff				DOI	Percentage	Flags	Notes	
					WI - Default / Rental	100.00000000%	O		
					APOGEE PETROLEUM INC.				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
100/11-05-029-13W4/00	Banff	Suspended	Oil	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001	
					C00018 - 1	Contract	Active	Nov-01-2002	
					C90016 - 1	Contract	Terminated	Feb-28-2019	
					S00021	Surface	Active	Mar-25-2004	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor		Source	
Gross Overriding	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC.	50.00000000	APOGEE PETROLEUM INC.	100.00000000 C00016 - 1	
Royalty					GARY TETHER	50.00000000			
Lessor	All	Fixed	20% based on 100% Production	No	HERITAGE ROYALTY RESOURCES CORP.	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
Unconverted	Split Acquired date: Sep-01-2018								
Data									
General	CLAUSE 2.3 - FOR ALL PURPOSES UNDER THIS LEASE, THE WELL 100/11-05-029-13W4/00 IS HEREBY DEEMED TO HAVE BEEN DRILLED BY THE LESSEE DURING THE PRIMARY TERM								
General	CLAUSE 7.1 - OFFSET OBLIGATION WILL BE WAIVED FOR THE PRIMARY TERM.								
General	CERTIFICATE OF TITLE NUMBER - 151 290 536 +8 CAVEAT NUMBER - 191 001 642								
M00045-1	Status	Active	Lease date	Aug-20-2018	Gross rental	800.00	Hectares	Gross	Net
	Name/ID	HERITAGE M120900	Expiry date	Aug-19-2020	Net rental	800.00	Developed	64.750	64.750
	Type	PET LEASE	Extension date	Jan-01-2999	Next rental date	Aug-19-2022	Undeveloped	0.000	0.000
	Area	RICHDAL	Extension	Held By	Paid by	APOGEE PETROLEUM INC.	Total	64.750	64.750
	Prov/State	Alberta		Production					
	Min int	100.00000000	Terminated						
	Int type	Working Interest							
Lands	TWP 29 RGE 13 W4M SE 5				DOI	Percentage	Flags	Notes	
					WI - Default / Rental				

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA LANDS

Petroleum In Banff				APOGEE PETROLEUM INC.			100.00000000% O		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
100/02-05-029-13W4/02	Banff	Flowing	Oil	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001	
100/07-05-029-13W4/00	Banff	Suspended	Oil	100.00000000	C00018 - 1	Contract	Active	Nov-01-2002	
					C90016 - 1	Contract	Terminated	Feb-28-2019	
					E00050	Surface	Active	Jun-30-2003	
					E00051	Surface	Active	Jul-06-2004	
					E00052	Surface	Active	Nov-18-2004	
					S00004	Surface	Active	Jul-20-1993	
					S00005	Surface	Active	Jun-15-1993	
					S00018	Surface	Active	Mar-12-2003	
					S00019	Surface	Active	Feb-26-2003	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Gross Overriding	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC.	50.00000000	APOGEE PETROLEUM INC.	100.00000000	C00016 - 1
Royalty					GARY TETHER	50.00000000			
Lessor	All	Fixed	20% based on 100% Production	No	HERITAGE ROYALTY RESOURCES CORP.	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
General	CLAUSE 7.1 - OFFSET OBLIGATION WILL BE WAIVED FOR THE PRIMARY TERM								
General	CLAUSE 2.3 - FOR ALL PURPOSES UNDER THIS LEASE, THE WELLS 100/03-05-029-13W4/00 & 100/04-05-029-13W4/00 ARE HEREBY DEEMED TO HAVE BEEN DRILLED BY THE LESSEE DURING THE PRIMARY TERM HEREOF								
Unconverted Data	Split Acquired date: Sep-01-2018								
General	CERTIFICATE OF TITLE NUMBER - 151 290 536 +8 CAVEAT NUMBER - 191 001 641								
M00040-1	Status	Active	Lease date	Aug-20-2018	Gross rental	800.00	Hectares	Gross	Net
	Name/ID	HERITAGE M120899	Expiry date	Aug-19-2020	Net rental	800.00	Developed	64.750	64.750
	Type	PET LEASE	Extension date	Jan-01-2999	Next rental date	Aug-19-2022	Undeveloped	0.000	0.000
	Area	RICHDAL	Extension	Held By	Paid by	APOGEE PETROLEUM INC.	Total	64.750	64.750
	Prov/State	Alberta		Production					
	Min int	100.00000000	Terminated						
	Int type	Working Interest							
Lands					DOI	Percentage	Flags	Notes	
TWP 29 RGE 13 W4M SW 5 Petroleum In Banff					WI - Default / Rental				
					APOGEE PETROLEUM INC.	100.00000000%	O		
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
100/03-05-029-13W4/00	Banff	Suspended	Oil	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001	
100/03-05-029-13W4/02		Completed	Oil	100.00000000	C00018 - 1	Contract	Active	Nov-01-2002	
100/04-05-029-13W4/00	Banff	Suspended	Oil	100.00000000	C90016 - 1	Contract	Terminated	Feb-28-2019	
					S00020	Surface	Active	Jul-26-2004	
					S00021	Surface	Active	Mar-25-2004	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Gross Overriding	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC.	50.00000000	APOGEE PETROLEUM INC.	100.00000000	C00016 - 1
Royalty					GARY TETHER	50.00000000			
Lessor	All	Fixed	20% based on 100% Production	No	HERITAGE ROYALTY RESOURCES CORP.	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
General	CLAUSE 2.3 - FOR ALL PURPOSES UNDER THIS LEASE, THE WELLS 100/03-05-029-13W4/00 & 100/04-05-029-13W4/00 ARE HEREBY DEEMED TO HAVE BEEN DRILLED BY THE LESSEE DURING THE PRIMARY TERM HEREOF								
General	CLAUSE 7.1 - OFFSET OBLIGATION WILL BE WAIVED FOR THE PRIMARY TERM								
Unconverted Data	Split Acquired date: Sep-01-2018								
General	CERTIFICATE OF TITLE NUMBER - 151 290 536 +8								

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDAL, ALBERTA LANDS

CAVEAT NUMBER - 191 001 641											
M00028-1	Status	Active	Lease date	Nov-01-2001	Gross rental	448.00	Hectares	Gross	Net		
	Name/ID	0401110043	Expiry date	Oct-31-2006	Net rental	448.00	Developed	128.000	128.000		
	Type	P&NG LEASE	Extension date	Dec-31-2199	Next rental date	Nov-01-2022	Undeveloped	0.000	0.000		
	Area	RICHDAL	Extension	Section 15	Paid by	APOGEE PETROLEUM INC.	Total	128.000	128.000		
	Prov/State	Alberta	Terminated								
	Min int	100.00000000									
	Int type	Working Interest									
	Lands					DOI	Percentage	Flags	Notes		
	TWP 29 RGE 13 W4M E 6 P&NG from Surface to Base Banff					WI - Default / Rental APOGEE PETROLEUM INC.	100.00000000%	O			
	Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR	
100/08-06-029-13W4/00	Banff	Suspended	Oil	100.00000000	C00016 - 1	Contract	Active	Jan-01-2001			
100/09-06-029-13W4/00	Banff	Suspended	Oil	100.00000000	C00017 - 1	Contract	Active	Jul-29-2004			
					C90016 - 1	Contract	Terminated	Feb-28-2019			
					S00020	Surface	Active	Jul-26-2004			
					S00021	Surface	Active	Mar-25-2004			
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source				
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000			
Gross Overriding Royalty	All	Fixed	3% based on 100% Production	No	NEWGRANGE ENERGY INC. GARY TETHER	50.00000000 50.00000000	APOGEE PETROLEUM INC.	100.00000000 C00016 - 1			
Gross Overriding Royalty	Oil	1/24	5 - 12% based on 100% Production	No	954777 ALBERTA LTD.	100.00000000	APOGEE PETROLEUM INC.	100.00000000 C00017 - 1			
	Gas	Fixed	12% based on 100% Production								
Remarks											
Continuation	CONTINUATION APPLICATION SUBMITTED JULY 21, 2021 -- CROWN LETTER ON FILE DATED NOVEMBER 16, 2021 REFLECTS LEASE CONTINUANCE UNDER SECTION 15. SEE FILE FOR FURTHER DETAILS.										
General	AB ENERGY HAS SERVED A SECTION 18 NOTICE DATED JULY 25, 2019 FOR THE ENTIRE AGREEMENT.										
Continuation	CONTINUATION APPLICATION SUBMITTED JULY 21, 2021 -- CROWN LETTER ON FILE DATED NOVEMBER 16, 2021 REFLECTS LEASE CONTINUANCE UNDER SECTION 15. SEE FILE FOR FURTHER DETAILS.										
Continuation	AB ENERGY GRANTED A 1 YEAR CONTINUATION UNDER SECTION 18(6)										
General	8(1)(h) REQUEST FOR 1 YEAR EXTENSION SUBMITTED MAY 7, 2020										
M00051-1	Status	Active	Lease date	Aug-15-2019	Gross rental	896.00	Hectares	Gross	Net		
	Name/ID	0419080096	Expiry date	Aug-14-2024	Net rental	896.00	Developed	0.000	0.000		
	Type	P&NG LEASE	Extension date		Next rental date	Aug-14-2022	Undeveloped	256.000	256.000		
	Area	RICHDAL	Extension		Paid by	APOGEE PETROLEUM INC.	Total	256.000	256.000		
	Prov/State	Alberta	Terminated								
	Min int	100.00000000									
	Int type	Working Interest									
	Lands					DOI	Percentage	Flags	Notes		
	TWP 29 RGE 13 W4M 11 P&NG from Surface to Basement					WI - Default / Rental APOGEE PETROLEUM INC.	100.00000000%	O			
	Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR	
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source				
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000			
Remarks											
General	RESTRICTION - LANDS ARE WITHIN A LICENCE TO OPERATE A COAL MINE, GRANTED UNDER THE COAL CONSERVATION ACTS SURFACE ACCESS IS NOT PERMITTED.										

Apogee Petroleum Inc.

Property Report - Mineral

Title: RICHDALE, ALBERTA LANDS

<p style="text-align: center;">THE LANDS IN THIS LEASE ARE WITHIN A PERMIT TO DEVELOP A COAL MINE, GRANTED UNDER THE COAL CONSERVATION ACT. PROSPECTIVE PURCHASERS ARE ADVISED THAT LAND USE PROBLEMS RELATING TO THE MINE OPERATIONS MAY ARISE. SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS.</p> <p>Unconverted Data Split Acquired date: Aug-14-2019</p>									
M00052-1	Status	Active	Lease date	Aug-15-2019	Gross rental	896.00	Hectares	Gross	Net
	Name/ID	0419080097	Expiry date	Aug-14-2024	Net rental	896.00	Developed	0.000	0.000
	Type	P&NG LEASE	Extension date		Next rental date	Aug-14-2022	Undeveloped	256.000	256.000
	Area	RICHDALE	Extension		Paid by	APOGEE PETROLEUM INC.	Total	256.000	256.000
	Prov/State	Alberta	Terminated						
Min int	100.00000000								
Int type	Working Interest								
Lands					DOI	Percentage	Flags	Notes	
TWP 29 RGE 13 W4M 16					WI - Default / Rental	100.00000000%	O		
P&NG from Surface to Basement					APOGEE PETROLEUM INC.				
Well	Producing Formations	Status	Product	Prod Alloc %	Related Files	Type	Status	Date	ROFR
Royalty Type	Product	Method	Rate	Conv	Payee	Payor	Source		
Crown Sliding Scale	All	Crown Sliding Scale	100% of Production	No	ALBERTA ENERGY	100.00000000	APOGEE PETROLEUM INC.	100.00000000	
Remarks									
General RESTRICTIONS - S & NE 16-029-13W4M - LANDS ARE WITHIN A LICENCE TO OPERATE A COAL MINE, GRANTED UNDER THE COAL CONSERVATION ACT. SURFACE ACCESS IS NOT PERMITTED.									
<p style="text-align: center;">THE LANDS IN THIS LEASE ARE WITHIN A PERMIT TO DEVELOP A COAL MINE, GRANTED UNDER THE COAL CONSERVATION ACT. PROSPECTIVE PURCHASERS ARE ADVISED THAT LAND USE PROBLEMS RELATING TO THE MINE OPERATIONS MAY ARISE. SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS.</p> <p>Unconverted Data Split Acquired date: Aug-14-2019</p>									

This is Schedule "B" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp. (Purchaser)

Wells

LICENCE NO.	WELL UWI	SURFACE LOCATION	LICENSEE	STATUS	GROUP STATUS
0341680	100/16-30-028-13-W4/00	100163002813W400	Pine Cliff Energy Ltd.	Rec Certified	Reclaimed
0282058	100/07-01-029-14-W4/00	100070102914W400	Pine Cliff Energy Ltd.	Rec Certified	Reclaimed
0340925	102/14-32-028-13-W4/00	100010502913W400	Pine Cliff Energy Ltd.	Active	Active
0351800	100/09-31-028-13-W4/00	100063102813W400	Pine Cliff Energy Ltd.	Suspension	Suspended
0351800	100/09-31-028-13-W4/02	100063102813W400	Pine Cliff Energy Ltd.	Suspension	Suspended
0351800	100/09-31-028-13-W4/03	100063102813W400	Pine Cliff Energy Ltd.	Suspension	Suspended
0283872	100/07-05-029-13-W4/00	100070502913W400	Pine Cliff Energy Ltd.	Active	Active
0339721	100/09-06-029-13-W4/00	100110502913W400	Pine Cliff Energy Ltd.	Active	Active
0339715	100/04-05-029-13-W4/00	100110502913W400	Pine Cliff Energy Ltd.	Active	Active
0304641	100/03-05-029-13-W4/00	100110502913W400	Pine Cliff Energy Ltd	Suspension	Suspended
0304641	100/03-05-029-13-W4/02	100110502913W400	Pine Cliff Energy Ltd	Suspension	Suspended
0304641	100/03-05-029-13-W4/03	100110502913W400	Pine Cliff Energy Ltd	Suspension	Suspended
0304642	100/08-06-029-13-W4/00	100110502913W400	Pine Cliff Energy Ltd	Active	Active
0304643	100/11-05-029-13-W4/00	100110502913W400	Pine Cliff Energy Ltd	Active	Active
0376611	100/14-31-028-13-W4/00	100143102813W400	Pine Cliff Energy Ltd	Suspension	Suspended
0376611	100/14-31-028-13-W4/02	100143102813W402	Pine Cliff Energy Ltd	Suspension	Suspended
0066287	100/10-32-028-13-W4/00	100103202813W400	Bonavista Energy Corporation	Suspension	Suspended
0066287	100/-10-32-028-13-W4/02	100103202813W402	Bonavista Energy Corporation	Suspension	Suspended
0304640	100/10-05-029-13-W4/00	100070502913W400	Pine Cliff Energy Ltd	Active	Active
0161440	100/02-05-029-13-W4/00	100080502913W400	Pine Cliff Energy Ltd	Active	Active
0161440	100/02-05-029-13-W4/02	100080502913W400	Pine Cliff Energy Ltd	Active	Active
0319567	102/10-32-028-13-W4/00	100010502913W400	Pine Cliff Energy Ltd	Active	Active
0351781	100/16-31-028-13-W4/00	100063102813W400	Pine Cliff Energy Ltd	Active	Active
0351781	100/16-31-028-13-W4/02	100063102813W400	Pine Cliff Energy Ltd	Active	Active

This is Schedule "C" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holding Corp. (Purchaser)

Tangibles

Facilities

Location	Name	Licencee	Licence #	Vendor's Interest
8-5-29-13-W4M	Battery	Pine Cliff Energy Ltd.	F32120	100%
6-31-28-13-W4M	Multiwell Battery	Pine Cliff Energy Ltd.	F37154	100%

pipelines

Licence #	Location	Licencee	Status
40723	7-5-29-13-W4 to 8-5-29-13-W4 1-5-29-13-W4M to 8-5-29-13-W4M 11-5-29-13-W4M to 7-5-29-13-W4M	Pine Cliff Energy Ltd.	Operating
43075	11-5-29-13-W4M to 7-5-29-13-W4M 11-5-29-13-W4M to 7-5-29-13-W4M 7-5-29-13-W4M to 8-5-29-13-W4M 7-5-29-13-W4M to 8-5-29-13-W4M 1-5-29-13-W4M to 8-6-29-13-W4M	Pine Cliff Energy Ltd.	Operating
47637	8-5-29-13-W4M to 1-5-29-13-W4M	Pine Cliff Energy Ltd.	Operating

2017 CAPL PROPERTY TRANSFER PROCEDURE ELECTIONS AND AMENDMENTS

1. Definition of Title Defect (Clause 1.01): Alternate 1 will apply.
2. Definition of Wells (Clause 1.01) (Specify) Alternate 1 only X; a combination of Alternates 1 and 2 ____; a combination of Alternates 1 and 3; ____; or Alternate 2 only ____.
3. Receipt and Handling of Deposit (Clause 2.03): Optional Clause will ____; will not X apply.
4. GST/HST (Subclause 2.05A): (i) GST/HST Election: Alternate 1
(ii) GST/HST Business # **Purchaser – 774676803RT0001**
Vendor – 863108833RT0001
5. Interest Accrual (Clause 2.06): Alternate ____/ Neither 1 nor 2 X will apply.
6. Place of Closing (Clause 3.01): **Replaced with “Unless otherwise agreed, Closing will occur at the Closing Time with a soft closing by e-mail.”**
7. Distribution of Specific Conveyances (Clause 3.05): Alternate 1 will apply.
8. Deficiencies in Pipeline Records (Clause 3.07(B): Alternate 1 will apply.
9. Per Diem Rental Adjustment (Paragraph 4.01(d)): Optional Paragraph will X/will not ____ apply.
10. Adjustment for Income Tax-Interim Period Income (Clause 4.03): Adjustment will not apply.
11. Vendor's Representations and Warranties (Clause 6.02). Those representations and warranties in that Clause that apply are indicated by a Y below.

<u>Y</u> (a) Residency for Tax Purposes	<u>Y</u> (n) Abandonment of Wells
<u>Y</u> (b) Lawsuits and Claims	<u>Y</u> (o) Condition of Tangibles
<u>Y</u> (c) No Default Notices	<u>Y</u> (p) Provision of Documents
<u>Y</u> (d) Compliance with Title And Operating Documents	<u>Y</u> (q) Well and Tangibles Transfers
<u>Y</u> (e) Payment of Royalties And Taxes	<u>Y</u> (r) Records relating to Operated Tangibles
<u>Y</u> (f) Encumbrances And Rights of First Refusal	<u>Y</u> (s) Regulatory Production Penalties
<u>Y</u> (g) No Reduction	<u>Y</u> (t) Regulatory Production Allowables
<u>Y</u> (h) Authorized Expenditures	<u>Y</u> (u) Area of Mutual Interest or Area of Exclusion
<u>Y</u> (i) Sale Agreements	<u>Y</u> (v) No Notice of Offset Obligations
<u>Y</u> (j) Production Handling Agreements	<u>Y</u> (w) No Commitment to Deliver
<u>Y</u> (k) Environmental Matters	<u>Y</u> (x) Not a Disposition of Substantially All Vendors Assets
<u>Y</u> (l) Operations and Compliance With Regulations	<u>Y</u> (y) Leased Vehicles, Equipment and Premises
<u>Y</u> (m) Condition of Wells	<u>Y</u> (z) No Removal of Assets
	<u>Y</u> (aa) Quiet Enjoyment
	<u>--</u> (bb) Additional Representations
11. Right of First Refusal Values (Subclause 7.01B): Optional Sentence will __ / Will not X apply.
12. Option to Terminate Re ROFR Exercises (Subclause 7.01E): will __/ will not X apply.

This is Schedule "D" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp. (Purchaser)

13. Purchaser's Review (Article 8.00): Optional Article will ___ / Will not **X** apply.
14. Election Respecting Title Defects (Subclause 8.02B): Alternate **1**
15. Addresses for Service (Clause 15.02):

URIEL GAS HOLDINGS CORP.

109 Simcrest Heights SW

Calgary, AB T3H 4K1

Email: kizor62@gmail.com

Attention: Land Department

PINE CLIFF ENERGY LTD.

850, 1015-4TH Street SW

Calgary, AB T2R 1J4

Email: mineralland@pinecliffenergy.com

Attention: Mineral Land Department

This is Schedule "E" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. ("Vendor") and Uriel Gas Holdings Corp. ("Purchaser")

GENERAL CONVEYANCE

(Richdale) Area, (AB)

This General Conveyance made this 14th day of July, 2022.

BETWEEN:

PINE CLIFF ENERGY LTD.

(hereinafter called the "Vendor")

- and -

URIEL GAS HOLDINGS CORP.

(hereinafter called the "Purchaser")

Whereas the Vendor has agreed to convey an interest in the Assets to the Purchaser and the Purchaser has agreed to acquire an interest in the Assets in accordance with that certain Purchase and Sale Agreement dated the 1st day of June, 2022 between the Vendor and the Purchaser (hereinafter referred to as the "Head Agreement");

And Whereas all of the conditions precedent to the obligations of the Vendor and the Purchaser to complete the Transaction have either been fulfilled or waived in the manner provided in the Head Agreement;

In consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**

In this General Conveyance, the definitions provided for in the Head Agreement and in the Property Transfer Procedure included as a Schedule to the Head Agreement are adopted by reference in this General Conveyance.

2. **Conveyance**

The Vendor, for the consideration provided for in the Head Agreement, the receipt and sufficiency of which is acknowledged by the Vendor, hereby sells, assigns, transfers and conveys to the Purchaser, and the Purchaser hereby acquires from the Vendor, all of the right, title, estate and interest of the Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, to have and to hold the same, together with all benefit and advantage to be derived therefrom, absolutely, subject to the terms of the Head Agreement, the Permitted Encumbrances and compliance with the terms of the Title and Operating Documents.

3. **Effective Date**

The transfer of the Assets from the Vendor to the Purchaser and the assumption of the benefits and obligations associated with the Assets by the Purchaser will be effective as of the Effective Date, notwithstanding that possession of the Assets did not pass to the Purchaser until the date hereof.

4. **Subordinate Document**

This General Conveyance is executed and delivered by the Parties under the Head Agreement for the purposes of the provisions of the Head Agreement, and the terms hereof are to be read in conjunction with the terms of the Head Agreement. The covenants, representations, warranties and indemnities contained in the Head Agreement are incorporated herein as fully and effectively as if they were set out herein, and there will not be any merger of any covenant, representation, warranty or indemnity contained in the Head Agreement by virtue of the execution and delivery hereof, notwithstanding any rule of law, equity or statute to the contrary. The Head Agreement will prevail if there is a conflict between the provisions of the Head Agreement and this General Conveyance.

5. **Governing Law**

This General Conveyance will be treated as a contract made in the Province of Alberta. This General Conveyance will be subject to and be interpreted and enforced in accordance with the laws in effect in the Province of Alberta, including the federal laws of Canada applicable therein, provided that this does not affect the Parties' obligations to comply with the Regulations applicable to any Assets located outside the Province of Alberta. Subject to any application of the dispute resolution processes in Article 9.00 of the Head Agreement, each Party accepts and attorns to the exclusive jurisdiction of the courts of the Province of Alberta in the Judicial District of Calgary and all courts of appeal therefrom with respect to this General Conveyance and any associated legal proceedings between the Parties.

6. **Enurement**

This General Conveyance enures to the benefit of and binds upon the Parties and their respective trustees, receivers, receiver-managers, successors and permitted assigns.

7. **Further Assurances**

Each Party will, after the date of this General Conveyance, on a timely basis and without further consideration, complete such other documents and take such other actions as may be reasonably required to carry out the terms of this General Conveyance.

8. **Counterpart Execution**

This General Conveyance may be executed in counterpart. When each Party has executed a counterpart, all counterparts taken together will constitute one and the same agreement.

Vendor

Purchaser

PINE CLIFF ENERGY LTD.

URIEL GAS HOLDINGS CORP.

Per: *"Phil Hodge"*

Per: *"Gregory L. Kaiser"*

Name: Phil Hodge
Title: President & CEO

Name: Gregory L. Kaiser
Title: Chief Operating Officer

This is the counterpart execution page attached to and forming part of a General Conveyance Agreement dated July 14, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp. (Purchaser)

This is Schedule "F" attached to and forming part of a Purchase and Sale Agreement dated June 1, 2022 between Pine Cliff Energy Ltd. (Vendor) and Uriel Gas Holdings Corp. (Purchaser)

REPRESENTATIONS AND WARRANTIES CERTIFICATE

TO: URIEL GAS HOLDINGS CORP. ("Purchaser")

The undersigned, Phil Hodge, being an officer of PINE CLIFF ENERGY LTD. ("Vendor"), does hereby certify, for and on behalf of Vendor and not in his personal capacity, as follows:

1. The undersigned is personally familiar, in his/her capacity as an officer of Vendor, with the matters hereinafter mentioned.
2. This certificate is made pursuant to a Purchase and Sale Agreement made as of the 1st day of June, 2022 between Vendor and Purchaser (the "Sale Agreement").
3. The definitions contained in the Sale Agreement are herein adopted and wherever used shall have the meanings ascribed to them in the Sale Agreement.
4. The representations and warranties of Vendor contained in the Sale Agreement, disregarding for the purpose of this certificate only, any materiality qualifier contained therein, were true in all material respects when made and are true in all material respects as of the date hereof.

DATED at Calgary, Alberta, as of the 14th day of July, 2022

PINE CLIFF ENERGY LTD.

"Phil Hodge"

**Phil Hodge
President & CEO**

REPRESENTATIONS AND WARRANTIES CERTIFICATE

TO: PINE CLIFF ENERGY LTD. ("Vendor")

The undersigned, Gregory L. Kaiser, being an officer of URIEL GAS HOLDINGS CORP. ("Purchaser"), does hereby certify, for and on behalf of Purchaser and not in his personal capacity, as follows:

1. The undersigned is personally familiar, in his/her capacity as an officer of Purchaser, with the matters hereinafter mentioned.
2. This certificate is made pursuant to a Purchase and Sale Agreement made as of the 1st day of June, 2022 between Vendor and Purchaser (the "Sale Agreement").
3. The definitions contained in the Sale Agreement are herein adopted and wherever used shall have the meanings ascribed to them in the Sale Agreement.
4. The representations and warranties of Purchaser contained in the Sale Agreement, disregarding for the purpose of this certificate only, any materiality qualifier contained therein, were true in all material respects when made and are true in all material respects as of the date hereof.

DATED at Calgary, Alberta, as of the 14th day of July, 2022.

URIEL GAS HOLDINGS CORP.

"Gregory L. Kaiser"

Gregory L. Kaiser
Chief Operating Officer