



- C. Pursuant to an Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Liabilities made as of August 21, 2017 by the Purchaser, as assignor to Superb Operating Company Ltd., as assignee the Purchaser assigned its entire right, title and interest in all of the Purchased Assets as defined in the Sale Agreement to Superb Operating Company Ltd. as its nominee;
- D. Unless otherwise indicated herein, capitalized terms not otherwise defined have the meaning attributed to them in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser, or its nominee, has paid and the Receiver has received the net Purchase Price for the Purchased Assets, payable at Closing pursuant to the Sale Agreement;
2. Any conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser where applicable; and
3. The Transaction contemplated by the Sale Agreement has been completed, subject to the post-closing obligations provided for therein.

This Certificate was delivered by the Receiver at Calgary, Alberta on August 28, 2017.

**HARDIE & KELLY INC.** in its capacity as court appointed receiver of the assets and undertaking of QUATTRO EXPLORATION AND PRODUCTION LTD. and not in its personal or corporate capacity.

Per:   
Charla Smith  
Vice President

c/s