

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

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF PIPER RESOURCES LTD.

**AFFIDAVIT**

I, Greg Cave, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. That I am President and a shareholder of Piper Resources Ltd. ("hereinafter "Piper", the "Company", or the "Debtor") and as such have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, and whereso stated I believe the same to be true.
2. That since the Stay granted by this Court on June 12th, Piper continues to operate in accordance with the terms of the Initial Order and the Extended Stay Orders, and remains subject to the review of Deloitte & Touche Inc., the Monitor (hereafter "Deloitte").

**Restructuring Process**

3. That Piper has continued to work in depth with the Startide Investment Company and Provident Asset Group, both out of New York. Matco has maintained the position it is not interested in any offer short of full repayment of its debt. After lengthy discussions and a review by Startide,

Startide has determined it is not prepared to payout the Matco indebtedness in full at this time.

4. That as a result, Piper is prepared to agree to the transfer of the Matco assets to Matco in accordance with the previously arrived upon agreements with Matco. Piper has no objection to the appointment of Deloitte Touche as Receiver over the assets, provided however that in accordance with the agreements, Deloitte shall transfer the lands secured by the Matco security and all related current assets, but shall exclude from any transfer any of the farmin assets. The farmin assets are set out and more particularly defined in the Farmin Agreement in the schedule attached to the Farmout Agreement which was Exhibit "D" to my Affidavit of February 12th, filed in these proceedings.
5. That throughout this process, commencing with Matco's bid to Tristone, Matco has excluded the farmin lands from their security and from their processes. Piper intends to proceed to develop the farmin lands. If the Matco assets are removed from Piper, the farmin lands are free and clear, subject to the Farmin Agreement and Farmin Amendment Agreements. Startide is prepared to pursue the financing of the farmin development provided it can obtain security in relation to those assets.
6. That further, I do believe that Matco has consented to the leasehold premises remaining in the name of Piper, and Piper intends to continue to occupy the current leased office premises.
7. That Startide continues to be interested in sponsoring a Plan of Arrangement for and on behalf of Piper. Attached hereto marked **Exhibit "A"** to this my affidavit is a true copy of correspondence from Startide wherein they agree to invest up to \$15 million in Piper. At the conclusion of the transfer of the Matco assets, Piper will have the right to earn farmin

lands, which shall be developed with the aid and assistance of the Startide investment.

8. That in return for the commitment of Startide to invest in Piper, Startide requires a debtor in possession financing facility. While Piper remains under CCAA protection, the DIP Financing Agreement allows Startide to invest and take first charge security over the earned farmin lands. Attached hereto marked **Exhibit "B"** to this my affidavit is a true copy of the commitment letter from Startide with respect to the DIP financing. I believe it to be in the interest of Piper to allow Startide to loan funds on a priority basis, take security over the farmin lands, as earned, to promote the development of the farmin properties.
9. That Startide has committed to me to fund by Wednesday, at 10:00 AM, an initial commitment of \$3,300,000.00 to secure an initial obligation under the Amended Farmout Agreement in the amount of \$3 million. The further \$300,000.00 is to be deposited as a retainer for professionals to complete the CCAA process.
10. That going forward, it is the intention of Piper to borrow funds as necessary from Startide to develop the farmin properties. Projected capital expenditures of the farmin properties are attached hereto as **Exhibit "C"** to this my affidavit. It is contemplated that Startide will continue to fund the overhead of Piper's office while the farmin lands are being drilled. As cash flow from the farmin wells comes on stream, Startide will either be repaid its funds under the DIP financing, or cash flow will be utilized to expand the capital drilling program on the farmin assets.
11. That for the purposes of completing the CCAA process, Piper intends to pursue a Plan of Arrangement with its unsecured creditors. I estimate there are currently between \$5 and \$6 million worth of unsecured creditors in Piper. Concurrent with the DIP funding from Startide, Piper wishes to

pursue the Claims Proving Process, so as to allow the Monitor and this Court to determine the validity of existing claims, and the entitlement of creditors to be paid under the Plan of Arrangement. It is contemplated that Piper should be in a position to propose its Plan and hold an unsecured creditor vote no later than the first week in October, with an application for the Court to sanction the Plan no later than October 11th.

12. That for the purposes of pursuing the Plan of Arrangement, Piper requires Court approval of the DIP financing facility for Startide, and for an extension of the Initial Order and Stay of Proceedings to and until October 30th, 2008, for the hearing and granting of the Court sanction of any Plan of Arrangement of Piper.
13. That I make this Affidavit in support of an application:
  - a) For an Order pursuant to Rule 548 abridging the time for filing and service of this Notice of Motion as maybe necessary;
  - b) For an Order extending the Initial Order in its entirety to and until October 30th, 2008, or until the Court Sanction Order;
  - c) For an Order approving the Claims Procedure Order in the form attached as Schedule "B" to this Motion, on the grounds that a claims procedure process and claims bar date is necessary to effectively determine all of the outstanding claims of the creditors of Piper and advance the preparation and completion of the Plan of Compromise and Arrangement with the creditors of Piper;
  - d) For an Order approving the DIP Financing facility in favour of Startide, attached as Exhibit "B" to the Affidavit of Greg Cave, sworn July 22nd; and
  - e) For an Order allowing Piper to proceed with the development of the farmin lands free and clear of the Matco security;





Mr. Greg Cave  
Piper Resources Limited  
#900, 500 – 4<sup>th</sup> Ave SW  
Calgary, Alberta T2P 2V6

July 21, 2008

**LETTER OF INTENT**

Dear Mr. Cave:

Please accept this letter as an expression of Startide Investment Company's ("Startide") interest to provide and restructure Piper Resources, Limited ("Piper") as follows:

- 1. Startide will lead a syndicate to invest up to Canadian \$15MM in to Piper against financial pro-forma and development schedule to be agreed upon with management.

Subject to:

- 1. Satisfactory negotiations with all stakeholders including the existing creditors both secured and unsecured in a court approved Plan of Arrangement.
- 2. Consummation of mutually agreed upon and Startide approved written development plan for farm-in assets (against a scheduled and approved pro-forma) including adding fields for development outside Canada.

Piper Equity Shareholders shall receive an initial 20% equity stake in the company. Startide and its group including co-investors shall receive an 80% equity stake in the company. A clawback mechanism shall be developed as a separate document after execution of this agreement.

Further detail on the financial structure shall be outlined in the definitive documentation (including loan agreement and DIP financing agreement) which shall be developed after execution of this agreement.

Startide shall charge a 3% closing fee for any funds invested or debt assumed by Startide or any of its syndicate members sourced through its efforts. Startide's legal fees and closing costs shall be reimbursed by the company.

This is Exhibit " A " referred to in the  
Affidavit of  
GREG CAVE  
Sworn before me this 22 day  
of JULY A.D. 2008  
A Commissioner for Oaths in and for  
the Province of Alberta.

Customary Confidentiality and Noncircumvention provisions shall apply to Piper, its Affiliates, employees, and advisors for a period of no less than two years following the execution of this letter agreement.

Piper Resources, Limited

Startide Investment Co.

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Greg Cave

---

Dan Kaufmann

President  
And on behalf of its board of directors

VP of Engineering Projects

This is Exhibit "B" referred to in the Affidavit of

GREG CAVE

Sworn before me this 22 day of July A.D. 20 08

A Commissioner for Oaths in and for the Province of Alberta.

## COMMITMENT LETTER

THIS COMMITMENT LETTER dated as of July 21, 2008.

WHEREAS Startide Investments Inc. ("Startide") has agreed to provide to Piper Resources Ltd. ("Piper") funding in order to assist with certain anticipated capital expenditures of Piper in the context of its proceedings under the *Companies' Creditors Arrangement Act* ("CCAA") and in accordance with the terms set out herein.

NOW THEREFORE the parties, in consideration of the foregoing and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### 1. DIP Facility

Startide shall make available to Piper a credit facility to a maximum amount of \$15,000,000, to provide funds for any one or more of the following while Piper is under CCAA protection (the "DIP Facility"):

- (a) Piper's general and administrative costs;
- (b) the fees and expenses of Piper's professional advisors;
- (c) CCAA Plan Funding as approved by Startide; and
- (d) a capital expenditure and drilling program under the "Mueller Farmout" (as defined below).

Piper agrees that at no time shall the amount owing under the DIP Facility exceed \$15,000,000 and that Startide shall have no obligation to honor any request for funds which would have the effect of making the amount owing exceed such limit.

### 2. Maturity Date

The DIP Facility shall be due and payable on the earlier of:

- (i) the date of the termination of the Stay Period as that term is defined in the "Amending Order" (as hereafter defined) and as it may be extended by subsequent Court Order in the CCAA proceedings, and
- (ii) such date upon which there occurs an Event of Default (as hereafter defined)

(such earlier date being the "Maturity Date").

The Maturity Date may be extended at the request of Piper with the consent of Startide for such period and on such terms as Piper and Startide may agree and as the Court in Piper's CCAA proceedings may approve.

The commitment in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date without Startide being required to make demand upon Piper therefor or to give notice to Piper that the DIP Facility has expired and that the obligations are due and payable.

### **3. Cash Flow Projections**

Startride shall not be obligated to advance funds hereunder until Piper shall have provided to Startide cash flow projections in form and substance satisfactory to Startide and the Monitor appointed in Piper's CCAA proceedings (the "Monitor") reflecting the projected cash requirements of Piper from the date of the granting of the Amending Order through the Maturity Date (the "Initial Cash Flow Projections"). The Initial Cash Flow Projections may be amended by Piper from time to time, on the written consent of Startide. To the extent that the Maturity Date is extended pursuant to this Commitment Letter, cash flow projections with respect to such period of extension shall be provided to Startide in form and substance satisfactory to Startide prior to the expiration of the initial Maturity Date.

Notwithstanding any other provision of this Commitment Letter, Startide shall not be obligated to make any advance under the DIP Facility which does not comply with or adhere to the Initial Cash Flow Projections or any subsequent cash flow projections to which Startide may agree.

### **4. Interest**

Piper agrees to pay interest ("Interest") on amounts drawn under the DIP Facility, both before and after the Maturity Date, at a variable nominal rate per annum of 3% above HSBC's prime lending rate, being the rate of interest established from time to time as HSBC's prime lending rate for loans dominated in Canadian dollars, adjusted automatically upon any change thereto by HSBC. HSBC's prime lending rate is 4.75% per annum as of the date hereof.

Interest on amounts drawn under the DIP Facility shall be payable monthly in arrears on the last business day of each month. Such Interest shall constitute an advance under the DIP Facility, to the extent that a payment is not made. Interest shall be calculated and compounded monthly for the actual number of days elapsed in the period during which it accrues based on a year of 365 days. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which the rate is equivalent is the rate multiplied by the number of days in the year for which the calculation is made and divided by 365.

Notwithstanding paragraph 1 hereof, if at any time amounts advanced or outstanding under the DIP Facility exceed such limit, and such excess is permitted by Startide in its sole discretion, such excess shall bear Interest at a rate of interest equal to HSBC's highest overdraft interest rate established and published from time to time and chargeable on overdraft balances, even though such interest rate may be higher than the rate set out above, with interest on overdue interest at the same rate.

**5. Use of Funds**

The DIP Facility shall be used solely for the purposes outlined in paragraph 1 above while Piper is under CCAA protection and solely in accordance with the Initial Cash Flow Projections, or amendments to them to which Startide may agree.

**6. Structuring Fees**

Piper shall pay to Startide, coincidental with the granting of the Amending Order, a placement fee in the amount of \$7,500.00, and on the last day of each month in which the DIP Facility remains outstanding, Piper shall pay to Startide an Administration Fee in the amount of \$1,000.00. Piper shall pay such fees when due, failing which such amount shall constitute an advance under the DIP Facility to the extent the entire DIP Facility is not drawn down.

**7. Costs**

Piper shall pay to Startide all reasonable fees and disbursements of Startide and its legal and financial advisors engaged by it in connection with the preparation, negotiation, execution, delivery, administration, interpretation or enforcement of this Commitment Letter and the DIP Priority Charge (as hereafter defined) and in the case of legal costs, such costs shall be charged by Startide to Piper on a solicitor and his own client basis.

**8. DIP Security**

All obligations of Piper under or in connection with the DIP Facility shall be secured by a Court-ordered charge over all present and after acquired property, assets and undertakings of Piper remaining after the discharge of all indebtedness of Piper to Matco Capital Ltd., and including without limitation all rights of Piper under the Farmout Agreement dated August 10, 2007 among 13929749 Alberta ULC, 1329750 Alberta ULC, Piper and Argali Oil Inc. (as amended, the "Mueller Farmout") (the "DIP Priority Charge").

**9. Repayments**

All monies received by Startide in repayment of amounts owing under the DIP Facility whether by way of debit as aforesaid or otherwise, may be applied and allocated by Startide to such parts of the outstanding DIP Facility, whether by principal, interest, fees or other costs, as Startide determines in its sole discretion.

**10. Conditions Precedent**

The DIP Facility shall be made available by Startide to Piper upon:

- (i) the Court granting an extension of the "Initial Order" dated February 15, 2008, amending the Initial Order by allowing Startide to lend under this facility, allowing for the DIP Priority Charge to be granted to Startide hereunder, and extending the stay of proceedings against Piper beyond July 23, 2008 (the "Amending Order"),

- (ii) delivery of the Initial Cash Flow Projections to Startide in form and substance acceptable to Startide in its sole and absolute discretion, and
- (iii) Piper requesting an advance under the DIP Facility.

Notwithstanding the foregoing, the DIP Facility shall not be made available to Piper or may be cancelled by Startide if previously made available to Piper, if:

- (i) the Amending Order is vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to Startide, or
- (ii) an Event of Default has occurred and is continuing.

#### **11. Additional Conditions Precedent**

Prior to the making of any advance under the DIP Facility

- (a) Startide shall be satisfied that Piper has complied with and is continuing to comply in all material respects with all applicable laws, regulations and policies in relation to its business; and
- (b) Startide shall be satisfied that there are no liens, charges or encumbrances ranking in priority to the DIP Priority Charge, unless expressly agreed to by Startide.

#### **12. Representations and Warranties**

Piper represents and warrants to Startide that the transactions contemplated by this Commitment Letter and the DIP Facility, including the DIP Priority Charge:

- (a) Are within the powers of Piper;
- (b) Have been duly authorized by all necessary corporate approval;
- (c) Have been duly executed and delivered by or on behalf of Piper;
- (d) Upon the granting of the Amending Order, constitute legal, valid and binding obligations of Piper, enforceable in accordance with their terms;
- (e) Upon the granting of the Amending Order, do not require the consent or approval of, or registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Priority Charge; and
- (f) Will not violate the constating documents of Piper or any applicable law relating to Piper.

#### **13. Affirmative Covenants**

Piper covenants and agrees to do the following:

- (a) Allow Startide full access to the books and records of Piper and cause management thereof to fully cooperate with Startide;
- (b) Use reasonable efforts to keep Startide apprised on a timely basis of all material developments with respect to the business and affairs of Piper;
- (c) Deliver to Startide all reporting and other information from time to time reasonably requested by Startide, including cash flow projections, expenditure reports, summaries of sales and accounts receivable and any information pertaining to the business and affairs of Piper reasonably requested by Startide;
- (d) Use the proceeds of the DIP Facility only for the purposes outlined in paragraph 1 above and in a manner consistent with the restrictions set out herein and in the Initial Cash Flow Projections;
- (e) Comply with the provisions of the Amending Order as it may be subsequently amended, provided that if any such order contravenes this Commitment Letter in a manner detrimental to Startide, the same shall be an Event of Default hereunder;
- (f) Preserve, renew and keep in full force its corporate existence with all material licenses;
- (g) Maintain at all times adequate insurance coverage of such type, in such amounts and against such risks as is prudent for a business with an established reputation with financially sound and reputable insurers in coverage and scope acceptable to Startide;
- (h) Operate its business in the ordinary course subject always to the Initial Cash Flow Projections and such subsequent cash flow projections to which Startide may agree, and within the credit limits established for the DIP Facility as set out herein;
- (i) Duly and punctually pay or cause to be paid to Startide all principal, interest, fees and other amounts payable by it under this Commitment Letter on the dates, at the places and in the amounts set forth herein;
- (j) Forthwith notify Startide of the occurrence of any Event of Default or of any event or circumstance which may constitute a material adverse change to the Initial Cash Flow Projections and such subsequent cash flow projections as to which Startide may agree;
- (k) Comply in all material respects with all applicable laws, rules and regulations applicable to its business, including environmental laws; and
- (l) Authorize and direct the Monitor to provide regular reports to Startide with respect to Piper's compliance with the foregoing affirmative covenants and the following negative covenants.

#### 14. Negative Covenants

Piper covenants and agrees not to do the following:

- (a) Transfer, lease or otherwise dispose of all or any of its property, assets or undertakings except in compliance with the Amending Order as it may be subsequently amended and without the prior written consent of Startide in the case of any single disposition or series of related dispositions totaling in excess of \$100,000.00;
- (b) Make any payment of principal or interest in respect of obligations owed by Piper to parties other than Startide as at the date of the Amending Order, except in accordance with the Amending Order and the Initial Cash Flow Projections;
- (c) Create or permit to exist indebtedness for borrowed money secured by a charge upon any of its assets ranking or potentially ranking in priority to the DIP Priority Charge, without the prior approval of Startide;
- (d) Enter into any transaction with any affiliate (as that term is defined in the *Alberta Business Corporations Act*) or any of its senior officers or employees, except in the ordinary course of business and upon fair and reasonable terms comparable to arm's length transactions of a similar type;
- (e) Increase the compensation for any director, officer or employee of Piper or otherwise directly or indirectly provide additional compensation for any such person or his or her affiliates (as that term is defined in the *Alberta Business Corporations Act*) to a level materially higher than the level at which such persons were compensated prior to December 31, 2007;
- (f) Make any investments or acquisitions of any kind, direct or indirect, in any business or otherwise where to do so would be inconsistent with the Initial Cash Flow Projections and such subsequent cash flow projections to which Startide may agree;
- (g) Make any payment outside of the ordinary course of business, subject always to the Initial Cash Flow Projections and such subsequent cash flow projections to which Startide may agree, and the maximum availability under the DIP Facility;
- (h) Make any payments on account of bonuses or retainers, other than reasonable retainers relating to Piper's legal counsel, Startide's counsel, the Monitor appointed pursuant to the Amending Order and the Monitor's counsel; or
- (i) Amalgamate, consolidate with or merge into or enter into any similar transaction with any other entity.

#### 15. Indemnity and Release

Piper agrees to indemnify and hold harmless Startide and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (all of such persons and entities being referred to hereafter as "Indemnified Persons") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses,

damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from any bankruptcy or insolvency proceedings or Piper's CCAA proceedings or this Commitment Letter, and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal costs on a solicitor and his own client basis or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise; provided, however, Piper shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or willful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction.

The indemnities granted under this Commitment Letter shall survive any termination of the DIP Facility.

## **16. Events of Default**

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

- (a) The entry of an order dismissing the CCAA proceedings or lifting the stay in the CCAA proceedings to permit the enforcement of any security against Piper or the appointment of a Receiver, Interim Receiver or similar official or the making of a receiving order against Piper;
- (b) The entry of an order granting any other claim super priority status or a lien equal or superior to the DIP Priority Charge, without Startide's prior consent;
- (c) The entry of an order staying, reversing, vacating or otherwise modifying the DIP Facility or the Amending Order or the entry of an order by the Court having the equivalent effect without the prior written consent of Startide;
- (d) Failure of Piper to pay (A) interest or fees when due under this Commitment Letter, (B) principal when due under this Commitment Letter, or (C) legal and advisor fees of Startide within five (5) business days of being invoiced therefor;
- (e) Failure of Piper to comply with any positive or negative covenants in this Commitment Letter; provided that where such failure is capable of being cured, such failure has continued for more than five (5) business days after written notice thereof from Startide to Piper;
- (f) Failure of Piper to perform or comply with any term or covenant under this Commitment Letter (other than as set out in subparagraph (d) and (e) above) and such default shall continue unremedied for a period of five (5) days;
- (g) Piper ceases or threatens to cease to carry on business in the ordinary course, except where such cessation occurs in connection with a sale of all or substantially all of the assets of Piper consented to by Startide;

- (h) Any representation or warranty by Piper is incorrect or misleading in any material respect when made; and
- (i) The filing of any pleading by Piper seeking any of the matters set forth in paragraphs (a) through (c).

**17. Remedies**

Upon the occurrence of an Event of Default, Startide may:

- (i) declare the obligations in respect of the DIP Facility to be immediately due and payable,
- (ii) apply to a court for the appointment of an Interim Receiver or a Receiver and Manager of the undertaking, property and assets of Piper or for the appointment of a Trustee in Bankruptcy of Piper,
- (iii) exercise the powers and rights of a secured creditor under the *Personal Property Security Act* (Alberta) or any legislation of similar effect applicable to the DIP Priority Charge, and
- (iv) exercise all such other rights and remedies to which it may be entitled under the DIP Priority Charge or any court order.

IN WITNESS HEREOF, the parties hereby execute this Commitment Letter as of the date first above mentioned.

**STARTIDE INVESTMENTS INC.**

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

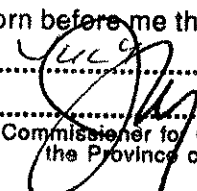
**PIPER RESOURCES LTD.**

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

**PIPER RESOURCES**

**Bering Farm in - Upside Drilling**

Well	Zone	FI Block	W/BPO	W/APO	Depth	Drill Cost (\$'000)	Compl Cost (\$'000)	Equip Cost (\$'000)	Tie in Cost (\$'000)	Gross Cost (\$'000)	Net Cost (\$'000)	Non Performance Penalty (\$'000)
1-22-71-11W6	Bluesky	A	60.00%	42.00%	2150	850	250	113	75	1,288	773	3,000
01-06-73-12W6	Paddy/Dunvegan	B/C	56.00%	38.20%	1800	600	350	113	75	1,138	637	258
01-09-73-12W6	Neikewin	D	50.00%	35.00%	1700	900	300	141	75	1,416	708	213
14-20-73-12W6	Neikewin	E	100.00%	65.00%	1700	900	250	63	75	1,288	1,288	237
4-02-78-12W6	L. Gething/Dunvegan	F	37.50%	26.25%	1450	550	500	63	100	1,313	482	430
2-02-78-12W6	L. Gething Infill	post FI	26.25%	26.25%	1450	650	250	63	100	1,063	279	164
05-02-78-12W6	Dunvegan	G	25.00%	17.50%	600	500	250	63	75	888	222	93
12-34-71-11W6	Paddy	H	55.00%	38.50%	1700	700	300	113	75	1,189	653	74
08-03-78-12W6	Bellory/Kiskatinaw/Montney	I	37.50%	26.25%	2600	1450	600	106	100	2,256	846	218
08-16-78-9W6	Gething	J	75.00%	52.50%	1450	600	200	93	75	988	726	283
13-02-78-12W6	U. Gething/Montney	K	37.50%	26.25%	2200	1150	300	106	100	1,656	621	243
9-10-71-11W6	Bluesky	L	50.00%	35.00%	2150	850	500	113	75	1,538	769	207
08-02-80-10W6	M. Gething	M	50.00%	35.00%	1420	600	200	93	75	988	484	257
16-09-78-13W6	L. Gething	N	50.00%	35.00%	1520	600	200	63	100	963	482	162
<b>Total</b>						<b>11,000</b>	<b>4,450</b>	<b>1,308</b>	<b>1,175</b>	<b>17,931</b>	<b>9,980</b>	<b>161</b>

This is Exhibit "C" referred to in the Affidavit of **GREG CAVE**  
 Sworn before me this 22 day of July A.D. 2008  
  
 A Commissioner for Oaths in and for the Province of Alberta.

Action No.: **0801-01618**  
[Affidavit of Greg Cave  
Sworn July 22, 2008]

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

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IN THE MATTER OF THE COMPANIES  
CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF PIPER  
RESOURCES LTD.

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**AFFIDAVIT**

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THACKRAY BURGESS  
Barristers and Solicitors  
Attention: JAMES G. HANLEY  
Suite 1900, 736 - 6 Avenue SW  
Calgary, AB, T2P 3T7

Phone: 403.531.4712  
Fax: 403.531.4720

File No.: 34900-11

CLERK OF THE COURT  
JUL 22 2008  
CALGARY, ALBERTA

**BOX 3**

CLERK OF THE COURT  
JUL 22 2008  
CALGARY, ALBERTA