

THIS IS EXHIBIT " A " referred to in the Affidavit of James Reid Sworn before me this 23 Day of May A.D. 2007
Alex Ragan
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

OFFER TO PURCHASE

Alex Ragan
Student-at-Law

May 22, 2007

Brookfield Bridge Lending Fund Inc ("Brookfield")
Suite 1700
335 - 8th Avenue S.W.
Calgary, AB T2P 1C9

Re: Caribou Resources Corp. ("Caribou")

Whereas:

- A. Caribou is indebted to Brookfield and has provided security over all Caribou's assets (the "Security") to Brookfield;
- B. Brookfield has made an offer dated May 22, 2007 (the "Brookfield Offer") to purchase all the assets of Caribou;
- C. The Brookfield Offer must be approved by the Court of Queen's Bench of Alberta (the "Court"); and
- D. Questerre Energy Corporation ("Questerre") is interested in purchasing the Security and all the rights associated therewith, including all rights associated with the Brookfield Offer, if the Brookfield Offer is accepted by the Court.

Offer

Therefore, Questerre hereby offers to purchase from Brookfield the Security, the loan to which the Security relates (the "Caribou Loan"), all rights associated with the Security and the Caribou Loan, and all rights associated with the Brookfield Offer, on the following terms and conditions:

1. the Brookfield Offer must be approved by the Court in a form of order acceptable to Questerre;
2. the Brookfield Offer shall not be altered or amended without the prior consent of Questerre;
3. the Security shall not be discharged, altered or amended without the prior consent of Questerre;
4. Brookfield shall provide Questerre with access to all records and documents relating to the Brookfield Offer, the Security and Caribou that are under Brookfield's control as well as reasonable access to Brookfield personnel in connection with the enforcement of the Security, the resolution of priority disputes regarding the Security, and the completion of the Brookfield Offer;

JR

5. Brookfield shall provide Qwesterre with all information in its possession related in any way whatsoever to the claims of any creditor of Caribou including work done by Brookfield's solicitors; and
6. Brookfield shall not, during the term of this Agreement, settle, or pursue the settlement of, any claims with any creditors of Caribou that could affect the Caribou Loan or the Security or the priority position of the Security without the prior consent of Qwesterre.

Price

Qwesterre has paid a deposit of \$250,000.00 to Brookfield's solicitors and the balance of the purchase price, comprising the outstanding principal, interest (including default interest) and costs owed by Caribou to Brookfield and currently estimated at Cdn. \$28,885,593 shall be paid on Closing. The deposit shall be held in an interest bearing trust account until Closing and shall then be applied (including interest) to payment of the purchase price. The deposit plus interest shall be refunded to Qwesterre if the transaction does not close for any reason other than the default of Qwesterre.

Representations

Brookfield represents and warrants to Qwesterre that:

1. the indebtedness of Caribou to Brookfield is outstanding in the principal amount of \$28,000,000 plus interest (including default interest) and costs;
2. it has not previously assigned or encumbered its rights under the Brookfield Offer, the Caribou Loan or the Security; and
3. it has the corporate power and authority to enter into this transaction.

Other than as set out herein Qwesterre is purchasing the Brookfield Offer, the Caribou Loan and Security without representations or warranties.

Covenants

Brookfield covenants to keep Qwesterre fully informed of any contracts or arrangements Brookfield has made or makes with any employees of Caribou and to obtain Qwesterre's consent to all such contracts and arrangements. Qwesterre is also in discussions with employees of Caribou and covenants to keep

JR

Brookfield fully informed of any contracts or arrangements Questerre makes with any employees of Caribou and to agrees that such arrangements shall not be less than those already offered by Brookfield. Questerre agrees to honour each such contracts and arrangements including the four letter offers dated May 18, 2007 if Closing occurs.

Closing

Closing of the purchase shall occur as soon as reasonably possible after the date of the granting of the Court Order approving the Brookfield Offer and by no later than May 30, 2007, however it shall not be a default under the terms of this agreement if Questerre shall refuse to close while a notice of appeal is outstanding. At the option of either Brookfield or Questerre this agreement shall become null and void, and the deposit returned to Questerre, if a notice of appeal is filed and Closing does not occur before May 30, 2007. On Closing the parties shall execute and deliver all such documents and take all such actions as may be necessary or appropriate to complete the Brookfield transaction.

Miscellaneous

Upon acceptance, the terms of this Offer may be disclosed to the Court of Queen's Bench and other persons to whom disclosure is reasonably required.

Time is of the essence.

This Offer is governed by the laws of Alberta.

Acceptance

This Offer is open for acceptance until 4:30 p.m. on May 23, 2007.

Questerre Energy Corporation

Per: 

Agreed to and accepted this 23rd day of May, 2007.

Brookfield Bridge Lending Fund Inc.

Per: 

Per: _____

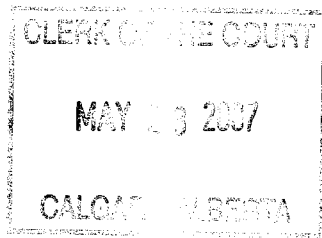


Action No. 0701-01113
Affidavit of James Reid
sworn May 23rd, 2007

**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 CARIBOU
RESOURCES CORP.**



AFFIDAVIT

Macleod Dixon LLP
Barristers & Solicitors
3700 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta
T2P 4H2
Howard A. Gorman
Telephone: (403) 267-8144
Fax: (403) 264-5973

File No. 254311/HAG