

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.

NOTICE OF MOTION

TAKE NOTICE that an Application will be made by Matco Capital Ltd. ("Matco") before Mr. Justice A. D. Macleod, in Chambers at the Calgary Courts Centre in the City of Calgary, in the Province of Alberta, on Thursday, the 3rd day of July, 2008, at 1:30 in the afternoon, or so soon thereafter as counsel may be heard, for an Order:

1. Abridging time for the service of this Notice of Motion and deeming service good and sufficient;
2. If necessary, lifting the Stay of Proceedings to allow the hearing of this Application and the granting of the relief sought herein;
3. Ordering Piper Resources Ltd. ("Piper") to take all steps necessary to grant Matco and Glenogle Resources Ltd. ("Glenogle") immediate reasonable access to the books and records of Piper and to Piper's field employees or contractors;
4. Directing that the Monitor participate in Matco and Glenogle's review of Piper's records and meetings with Piper's field employees or contractor, to the extent deemed necessary by this Honourable Court; and
5. Such further and other relief as this Honourable Court deems just.

AND FURTHER TAKE NOTICE that the grounds upon which the application will be made are as follows:

1. The requested access is reasonable and is required by Matco and Glenogle to prepare for the purchase of Piper's oil and gas assets and operations from a Receiver, should a Receiver be appointed on or after July 15, 2008;
2. Pursuant to the April 28, 2008 Letter Agreement entered into between Matco and Piper, Piper is obligated to provide the requested access;
3. Pursuant to the terms and conditions under which the Tristone sales process was conducted, Piper is obligated to provide the requested access;
4. Piper has previously promised to Matco that it would provide the requested access to Piper's records, but has refused to do so; and
5. Such further and other grounds as counsel may advise.

AND FURTHER TAKE NOTICE that in support of this application counsel will be read the Affidavit of Lorne Gartner sworn June 5, 2008, filed, the Affidavit of Lorne Gartner sworn June [July] ____, filed, and such further and other materials as counsel may advise.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of June, 2008.

BENNETT JONES LLP

Per: _____
CHRIS SIMARD
Solicitors for Matco Capital Ltd.

TO: Clerk of the Court

AND TO: THACKRAY BURGESS LLP
Attn: Jim Hanley
Solicitors for Piper Resources Ltd.

AND TO: MACLEOD DIXON LLP
Attn: Howard Gorman
Solicitors for Deloitte & Touche Inc.,
Court-appointed Monitor of Piper

ACTION NO: 0801-01816

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

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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.

NOTICE OF MOTION

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Chris Simard
Telephone No.: (403) 298-4485
Fax No.: (403) 265-7219
Our File No.: 31376.77

Name of Deponent: Lorne Gartner

Date sworn: June 27, 2008

ACTION NO.: 0801-01816

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, Lorne Gartner, of the City of Calgary, in the Province of Alberta, Businessman, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Consultant with Matco Capital Ltd. ("Matco") and as such have personal knowledge of the matters hereinafter deposed to save where based on information and belief in which case I verily the same to be true. I am authorized by Matco to swear this Affidavit on its behalf.
2. Matco is the first priority secured creditor of Piper and is owed over \$53 Million by Piper Resources Ltd. ("Piper"). As reported to this Honourable Court on April 24, 2008 in the Second Report of the Monitor (at para. 19), the Monitor has obtained a legal opinion that Matco's security over all of Piper's assets is valid, enforceable and ranks in first position, subject to the Court's determination with respect to any potential priority claims.
3. I am swearing this Affidavit in support of Matco's application to obtain access for itself and Glenogle Energy Inc. ('Glenogle') to the records and field employees or contractors of Piper. Matco filed but did not ultimately proceed with a similar application in early June 2008. In support of that Application, I swore an Affidavit on June 5, 2008 (the "June 5 Affidavit"). Matco will rely on the June 5 Affidavit as well as this present

Affidavit in support of its application for access. Capitalized terms used but not defined in this Affidavit are intended to bear their meanings as defined in the June 5 Affidavit.

Events Since the Last Court Application on June 12, 2008

4. At the last court application on June 12, 2008, this Honourable Court extended the CCAA stay of proceedings until July 15, 2008.
5. On Monday, June 16, 2008, Matco's counsel wrote to Piper's counsel, to clearly convey to Piper that Matco will not support any offer or proposal that does not, at a minimum, comprise an upfront cash payment of all principal, interest and costs owing to Matco. Attached as Exhibit "A" to this my Affidavit is a true copy of that June 16, 2008 letter.
6. In the event that Piper does not come forward by July 15, 2008 with a proposal that meets these minimum standards, Matco will seek the appointment of a Receiver over Piper (as it did in the court application on June 12, 2008), to facilitate the sale of Piper's oil and gas assets to Glenogle, Matco's nominee purchaser, in consideration for the discharge and release of Piper's debt to Matco.

Matco's Requests for Reasonable Access

7. As reported in my June 5 Affidavit, Matco and Glenogle have requested from Piper that they be allowed to have access to Piper's land and operational records, so that Glenogle could plan to smoothly take over the operation of the assets after the anticipated sale of the assets to Glenogle. I have also previously detailed in my June 5 Affidavit the rationale for seeking access to Piper's records, which in my view is absolutely customary in an oil and gas asset transaction of the type contemplated.
8. As previously reported to the Court, when Piper refused to give Matco access to its records in the first week of June, Matco filed a Notice of Motion and Affidavit on June 6, seeking to compel that access. After the Notice of Motion and Affidavit were served on Piper, Mr. Cave offered to hold a technical meeting with Piper and Glenogle. I attended this meeting at Piper's office on the afternoon of Monday, June 9, 2008, with four representatives of Glenogle. Mr. Cave was not in attendance. While Piper's representatives did answer the questions put to them at the meeting, Deric Orton, Piper's

Vice-President Land, refused to allow Glenogle's representatives to have access to Piper's land records. This access is required so that Glenogle can complete its due diligence, prepare all the conveyances necessary to transfer Piper's assets to Glenogle, and finalize the land schedule for the transfer. Pre-closing access to the Vendor's books and records is, in my experience, absolutely customary and normal course practice in every transaction of this nature.

9. Matco has renewed its request for access to Piper's records. On June 17, 2008, Matco's counsel wrote to Piper's counsel, requesting access to Piper's records and also to Piper's field staff. I am advised by Jamie Blair of Glenogle and believe that meetings with Piper's field staff are important not only to ensure a smooth ownership transition of the assets, but also because Glenogle has serious concerns about why the production rates from Piper's operated wells are far below Piper's projected rates, and Glenogle hopes that meetings with the field staff might help explain these discrepancies. Access to field staff is also customary and normal course practice in oil and gas asset purchase transactions. Attached respectively as Exhibit "B" and "C" to this my Affidavit are true copies of the letters sent by Matco's counsel to the Monitor's and Piper's counsel on June 17, 2008.
10. It is also important that Matco get pre-closing access to the books and records in order to close this transaction as quickly as possible given Piper's declining production rates. In August, 2007, Piper advised Matco that it was producing 1,350 barrels per day. In May, 2008, Piper advised Matco that it was producing less than 800 barrels per day. Given declining production rates, the value of Matco security is reducing more and more with the passage of time. Attached as Exhibit "D" to this my Affidavit is a true copy of an e-mail I sent to the Monitor on June 17, 2008 regarding Piper's production declines.
11. As Matco's counsel advised Piper's and the Monitor's counsel, Matco would be willing to have representatives from the Monitor attend the proposed document review sessions and meetings.
12. I do not believe that the proposed document review sessions and meetings would prejudice Piper in any way. They will require little time and almost no resources from Piper. They will not distract Piper in any way from continuing to pursue refinancing proposals.

Piper's Obligations to Grant Access

13. In addition to its obligations under the Letter Agreement (as described in my June 5 Affidavit), Piper also entered into a Confidentiality Agreement with Glenogle during the Tristone sales process.
14. In addition, Piper agreed to the following in the Confidentiality Agreement with Glenogle (a true copy of which is attached to this Affidavit as Exhibit "E"):

It is understood that the Corporation [Piper] or Tristone will arrange for any contacts for due diligence purposes with respect to your evaluation of a Transaction and that all communications regarding a Transaction, all requests for additional Confidential Information, all requests for facility tours or meetings with management and all discussions or questions regarding the Confidential Information will be submitted or directed by you and your Representatives to Tristone unless otherwise permitted by the Corporation.

If you wish to have physical access to any of the Corporation's properties, you agree to release the Corporation, its affiliates and subsidiaries from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on such property as a result of you or your Representative's entry onto the property.

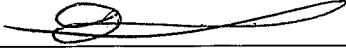
You agree to comply fully with all rules, regulations and instructions issued by the Corporation regarding you and your Representatives' actions while upon, entering or leaving any of the Corporations' properties.

Piper's Denial of Access

15. I am advised by the Monitor and believe that on or about June 23, 2008, representatives of the Monitor met with Piper and requested that Piper allow the access being sought by Matco and Glenogle.

16. Piper has not responded to Matco's request to allow the requested access, nor granted the requested access.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 27th day of June, 2008.)



_____)
A Commissioner for Oaths)
in and for the Province of Alberta)


_____)
LORNE GARTNER)

FRANK R. DEARLOVE
Barrister & Solicitor

Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.ca
Our File No.: 31376.77

COPY

June 16, 2008

Via Facsimile

Mr. James Hanley
Thackray Burgess
#1900, 736 - 6 Avenue SW
Calgary, AB T2P 3T7

Dear Mr. Hanley:

**Re: In the Matter of Piper Resources Ltd. ("Piper") and the Companies' Creditors
Arrangement Act - Action No. 0801-01618**

We thought that it would be prudent to set out our client's position clearly and in writing, prior to the next court application in this Action on July 15, 2008. In the future, we wish to avoid any suggestion that deficiencies in the offers brought forward by your client have somehow been caused or contributed to by what the offerors or Piper believed that Matco would accept.

Matco will accept no less than an upfront, cash payment of its entire debt (comprising all principal, interest and costs outstanding under the November 27, 2006 Secured Debenture, the August 10, 2007 Facility Letter and the February 2008 DIP Commitment Letter). Matco will not accept or support any offer that does not meet this minimum condition.

THIS IS EXHIBIT " A
referred to in the (Affidavit
Declaration) of
LORNE GARTNER
Sworn
Declared) before me this 27th
day of JUNE A.D. 2008
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta
A Notary Public

FRANK R. DEARLOVE
Barrister & Solicitor

June 16, 2008
Page Two

We trust the foregoing makes our client's position clear. Given the position taken by your client at the June 12 court application and the resulting need to avoid any lack of clarity whatsoever in the future, Matco will not engage in any discussions with Piper with respect to offers or proposals. If Piper receives an offer in writing that meets Matco's minimum condition set out above, you may forward it to me for Matco's consideration.

Yours truly,

BENNETT JONES LLP

Chris Simard
CS/dmk

cc: Client (via email)
Howard Gorman

Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.ca
Our File No.: 31376.77

COPY

June 17, 2008

Via Facsimile

Mr. Howard A. Gorman
Macleod Dixon LLP
3700, 400 - 3rd Avenue SW
Calgary, AB T2P 4H2

Dear Mr. Gorman:

THIS IS EXHIBIT " B "
referred to in the (Affidavit
Declaration) of
LORNE GARTNER
Sworn
Declared) before me this 27
day of JUNE A.D. 2008
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta
A Notary Public

FRANK R. DEARLOVE
Barrister & Solicitor

Re: **Matco Capital Ltd. ("Matco") and Piper Resources Ltd. ("Piper")**

We are writing further to our meeting of Monday, June 16, 2008. At that meeting, Matco advised the Monitor of the serious concerns respecting the significant production declines that have been experienced in Piper's operated wells. As you know, it is our view that the value of Piper's assets (as proven by the Tristone sales results) is significantly less than the debt owed to our client. As you are also aware, Matco will not accept or support any offer that does not repay Matco in full. The result of the foregoing, in our view, is that Matco is the only stakeholder with an interest in Piper's assets, and given that Piper remains in custody of those assets until July 15, 2008, Matco is requesting the Monitor's assistance in ensuring that the value and the integrity of Matco's assets is protected.

Accordingly, we hereby request that the Monitor carry out the following tasks, which in our view are included in its duties and obligations under the February 15, 2008 Initial CCAA Order:

- (a) inquire into the declining production issue to ascertain Piper's explanation for same, and report to Matco and, if necessary, the Court as to the results of that investigation; and
- (b) facilitate arrangements with Piper to allow Jamie Blair and/or other representatives of Glenogle Energy Inc. to be allowed to have access to Piper's land contract and well files and be allowed to conduct field visits with respect to Piper's oil and gas properties within the next week.

We do not anticipate that the proposed meetings and visits would require the devotion of any time by Piper's office staff, nor divert their attention from their attempts to locate restructuring options. As well, we wish to advise you that Matco would be willing to have a representative of the Monitor present in all such meetings or visits, to fulfill its supervisory role.

June 17, 2008
Page Two

We thank you in advance for your anticipated assistance.

Yours truly,

BENNETT JONES LLP

Chris Simard

CS/dmk

cc: Client
James Hanley



Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.ca
Our File No.: 31376.77

COPY

June 17, 2008

Via Facsimile

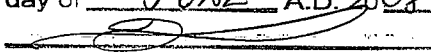
Mr. James Hanley
Thackray Burgess
#1900, 736 - 6 Avenue SW
Calgary, AB T2P 3T7

Dear Mr. Hanley:

**Re: In the Matter of Piper Resources Ltd. ("Piper") and the Companies' Creditors
Arrangement Act - Action No. 0801-01618**

We have attached our June 17, 2008 letter to the Monitor's counsel, requesting, among other things, that the Monitor assist in facilitating arrangements with Piper to allow Jamie Blair and/or other representatives of Glenogle Energy Inc. to be allowed to have access to Piper's land contract and well files and be allowed to conduct field visits with respect to Piper's oil and gas properties within the next week.

We are writing to you to directly to make a formal request to Piper for such meetings and visits. We do not anticipate that the proposed meetings and visits would require the devotion of any time by Piper's office staff, nor divert their attention from their attempts to locate restructuring options. As well, Matco would be willing to have a representative of the Monitor present in all such meetings or visits, to fulfill its supervisory role.

THIS IS EXHIBIT " C
referred to in the (Affidavit
Declaration) of
LORNE BARTNER
Sworn
Declared) before me this 27th
day of JUNE A.D. 2008

A Commissioner for Oaths in and for
the Province of Alberta
A Notary Public
FRANK R. DEARLOVE
Barrister & Solicitor

June 17, 2008
Page Two

Accordingly, can you kindly confirm, prior to the close of business on Thursday, June 19, 2008, that your client will allow Glenogle this access on or before the close of business on Tuesday, June 24, 2008.

Thank you very much.

Yours truly,

BENNETT JONES LLP

Chris Simard

CS/dmk
Enclosure

cc: Client (via email)
Howard Gorman

From: Kroeger, Victor (CA - Calgary) [mailto:vkroeger@deloitte.ca]
Sent: Tuesday, June 17, 2008 11:33 AM
To: Lorne Gartner
Cc: Chris Simard; Alan Ross; Ryan Jennings; Ronald Mathison; Howard Gorman
Subject: RE: 2007 and 2008 Forecasts

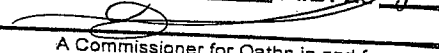
Lorne, we will follow up on this information.

Vic

Victor P. Kroeger
Partner
Financial Advisory
Deloitte & Touche LLP

Direct: 403 267 0609
Main: 403 267 1700
Fax: 403 260 4060
Mobile: 403 870 1827
vkroeger@deloitte.ca
www.deloitte.ca

3000 Scotia Centre
700 Second Street SW
Calgary AB, T2P 0S7

THIS IS EXHIBIT " D "
referred to in the (Affidavit) of
LORNE GARTNER
Sworn) before me this 27th
Declared) day of JUNE A.D. 2008

A Commissioner for Oaths in and for
the Province of Alberta
A Notary Public

FRANK R. DEARLOVE
Barrister & Solicitor

From: Lorne Gartner [mailto:LGartner@matcocap.com]
Sent: Tuesday, June 17, 2008 11:23 AM
To: Kroeger, Victor (CA - Calgary)
Cc: Chris Simard; Alan Ross; Ryan Jennings; Ronald Mathison
Subject: FW: 2007 and 2008 Forecasts

Vic

Further to our conversation of yesterday concerning values I have attached the 2007 and 2008 forecasts prepared by Piper in August 2007. That was the time frame they acquired the properties and was the basis on

Page 2 of 2

which we made our loans. You will note the starting production was some 1,350 boe/day and was forecast to increase to in excess of 1,600 boe/day in May of 2008. Contrast the actual August production numbers as represented by Piper at the start of the forecast of 1,350 boe/day with actual May 2008 production at less than 800 boe/day. The reserve declines have been precipitous and provide further evidence that in our view Mr. Greg Cave's belief of asset values detailed in his recent affidavit are grossly inflated and frankly out of step with reality. Based on the performance to date it is Matco's view that each and every day the assets are operated by Piper they will continue to decline and further erodes the security value of the assets pledged to Matco. As the Monitor of the Piper CCAA we provide you with this information in order to assist your inquiry of Piper as to the nature of the decline and also to advise the court of the fundamental basis on which Matco views the nature of the asset impairment.

Regards

Lorne Gartner

Strictly Confidential

THIS IS EXHIBIT " E " referred to in the (Affidavit Declaration) of LORNE GARTNER
Sworn Declared before me this 27th day of JUNE A.D. 20 08
[Signature]
A Commissioner for Oaths in and for the Province of Alberta
A Notary Public

Date: April 21, 2008

**Re: Confidentiality Agreement – Piper Resources Ltd.
Corporate –Divestiture**

FRANK R. DEARLOVE
Barrister & Solicitor

In connection with your consideration of a possible transaction with Piper Resources Ltd. (the "Corporation") you have requested the opportunity to review certain confidential information. As a condition to reviewing such information, the Corporation has requested and you have agreed to execute this agreement respecting the confidentiality of such information.

Where the terms "you and your" are used, the same shall be construed as including your Affiliates and Associates (as such terms are defined in the *Securities Act* (Alberta)), and the officers, directors and employees, agents, consultants, advisors and counsel to you or your Affiliates and Associates. Your agreement to the terms hereof shall extend to you and any advisor, counsel, dealer, broker or consultant involved in evaluating or effecting a Transaction ("Representatives").

When used herein, the term "Confidential Information" means any information made available for inspection by the Corporation or Tristone Capital Inc. ("Tristone"), any information which is obtained by you or any of your Representatives from any officer, director, employee, agent, consultant, advisor or counsel to the Corporation in connection with your consideration of a Transaction and all other information derived by you from any of the foregoing. Confidential Information shall not, however, include any information which: (i) at the time of its disclosure to you or your Representatives is, or thereafter becomes, generally available to, and known by the public (other than as a result of a disclosure directly or indirectly by you or your Representatives unless permitted by this Agreement); (ii) was available to you or your Representatives on a non-confidential basis from a source other than the Corporation or Tristone where such source is not and was not bound by a confidentiality obligation to hold or retain such information confidential; or (iii) has been independently acquired or developed by you without violating any of your obligations under this or any other agreement you may have.

You agree to use the Confidential Information only for the purposes of evaluating a potential Transaction and not to use or employ the Confidential Information for any other commercial or operational purpose or in any manner detrimental to the Corporation, its Affiliates or Associates.

You will safeguard and keep confidential the Confidential Information and not release or disclose any Confidential Information to any person, trust, firm, government or governmental agency or body corporate ("Person") other than your Representatives and in each case only those Representatives who need to receive such information. You will be responsible for any breach of this agreement by you or any of your Representatives. You shall not disclose any Confidential Information to any other Person without the prior written consent of the Corporation.

Promptly upon the Corporation's request therefore, you will cause your Representatives to: (a) return to the Corporation all Confidential Information provided to you or your Representatives by Tristone, the Corporation or any advisor to them, without retaining copies thereof; and (b) destroy all copies of

Confidential Information in your possession or in the possession of your Representatives that were prepared by or on behalf of you or your Representatives. You shall, on request by the Corporation, deliver an officer's certificate certifying compliance with this paragraph. Notwithstanding anything to the contrary herein, it is understood and agreed by Piper Resources Ltd. and you that your computer systems may automatically back-up Confidential Information. To the extent that such computer back-up procedures create copies of the Confidential Information, you may retain such copies in its archival or back-up computer storage for the period you normally archive backed-up computer records, which copies shall be subject to the provisions of this Agreement until the same are destroyed, and shall not be accessed by you during such period of archival or back-up storage other than as might be required by this Agreement.

Should you or your Representatives be required by law or policy or be requested by legal process or regulatory authority to disclose any Confidential Information, you will provide the Corporation with prompt notice of such requirement or request so that the Corporation may seek an appropriate protection order. If, in the absence of either a protective order or a waiver by the Corporation, you or your Representative, in the reasonable opinion of legal counsel, is required by law or securities regulatory policy to disclose any Confidential Information or stand liable for contempt or to suffer other censure or penalty on any failure to so disclose, you or your Representative may, without liability hereunder, thereafter disclose that portion, and only that portion, of the Confidential Information that you or your Representative is required so to disclose and provided that you or your Representatives shall each exercise reasonable commercial efforts to obtain reasonable assurance that such Confidential Information will be accorded confidential treatment.

The Corporation makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and neither the Corporation, Tristone nor any of their Representatives, respective officers, directors or employees will have any liability whatsoever to you or to any other Person resulting from your use of the Confidential Information.

For a period of 12 months from the date hereof, you will not and will ensure that your Representatives do not, directly or indirectly, initiate or maintain contact (except for those contacts made in the ordinary course of business, other than ordinary course mergers and acquisitions activity) with any officer, director, employee, consultant, agent or advisor of the Corporation or any customers or suppliers of the Corporation, regarding its business operations, prospects or finances or as to any potential Transaction, except with the prior written permission of the Corporation. It is understood that the Corporation or Tristone will arrange for any contacts for due diligence purposes with respect to your evaluation of a Transaction and that all communications regarding a Transaction, all requests for additional Confidential Information, all requests for facility tours or meetings with management and all discussions or questions regarding the Confidential Information will be submitted or directed by you and your Representatives to Tristone unless otherwise permitted by the Corporation.

If you wish to have physical access to any of the Corporation's properties, you agree to release the Corporation, its affiliates and subsidiaries from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on such property as a result of you or your Representative's entry onto the property.

You agree to comply fully with all rules, regulations and instructions issued by the Corporation regarding you and your Representatives' actions while upon, entering or leaving any of the Corporation's properties.

and those of Matco Capital Ltd. 

Neither you nor any of your Representatives, alone or with others, shall, without the prior approval of the Corporation which approval may be given on such terms as the Corporation may determine: (a) in any manner enter into any discussion or arrangements with any third person other than your Representatives respecting any proposal or offer to acquire or solicit offers to sell, directly or indirectly, any securities or property of the Corporation or any of its Affiliates or Associates other than property transferred in the ordinary course of business, or respecting any proposal or offer to enter into, directly or indirectly, any merger or business combination involving the Corporation or any of its Affiliates or Associates or to purchase, directly or indirectly, a material portion of the assets of the Corporation or any of its Affiliates or Associates; (b) make any public or private disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing; (c) advise, assist or encourage (including by knowingly providing or arranging financing for that purpose) any other Person in connection with any of the foregoing; (d) solicit for employment, or contract any employee or full-time consultant of the Corporation (whose employment or contract has not been terminated by the Corporation) excluding general advertising or posting of positions in the ordinary course of business and persons who contact you independently of your solicitation; (e) publicly or privately announce, disclose, reveal or otherwise evidence any intention or desire to do any of the foregoing. Provided, however that nothing contained in this paragraph shall prohibit you from making a proposal to the board of directors of the Corporation relating to a possible Transaction.

There has been no decision to pursue a Transaction with any Person and the provision of Confidential Information hereunder shall not be taken as indicating that any such decision has been made. You agree that unless and until an agreement effecting a Transaction, has been executed and delivered, the Corporation shall have no legal obligation of any kind whatsoever with respect to any proposed or contemplated Transaction with you by virtue of this agreement or any other written or oral expression with respect to such a Transaction. You further understand that: (a) the Corporation shall be free to conduct any process with respect to any Transaction as it, in its sole discretion, shall determine (including, without limitation, negotiating with any other prospective parties and entering into any agreement without prior notice to you or any other Person); (b) any procedures relating to such Transaction may be changed at any time and without notice to you or any other Person; and (c) you shall not have any claim whatsoever against the Corporation, its Representatives (including Tristone) or its Affiliates or Associates or any of their respective officers, directors, employees, shareholders or Representatives arising out of or relating to a Transaction, if any, concluded with another Person.

You agree that monetary damages may not be sufficient to remedy any breach by you or your Representatives of any term or provision of this agreement and that such breach may cause the Corporation and its Affiliates and Associates irreparable harm. Accordingly, you also agree that in the event of any breach or threatened breach of this agreement, the Corporation and its Affiliates and Associates shall be entitled, without the requirement of a bond or other security, to equitable relief including injunctive relief and specific performance in addition to any other remedy available at law or in equity.

You shall be liable to and indemnify the Corporation and its Affiliates, Associates and Representatives for damages caused to them by the breach, by you or any of your Representatives, of the obligations undertaken in this agreement. However, it is acknowledged that the Corporation and its Representatives shall not pursue any claims for punitive damages against you or your Representatives.

This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No provision of this agreement may be waived or amended except by written consent of the Corporation, which consent shall specifically refer to the provision being so amended or waived.

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. You hereby irrevocably and unconditionally consent to and submit to the jurisdiction of the courts of the Province of Alberta, Canada for any actions, suits or proceedings arising out of or relating to this agreement in the matters contemplated hereby. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

You understand and agree that this agreement is for the benefit of the Corporation and its Representatives, Affiliates and Associates and their respective successors and assigns and may be enforced by the Corporation and its Representatives, Affiliates and Associates and their respective successors and assigns. Where in this agreement any right or privilege is reserved for exercise by the Corporation, you agree that such right may be exercised by any or all of the Corporation, its Affiliates and Associates.

This agreement may be executed in counterparts that together shall be deemed to constitute one valid and binding agreement and delivery of counterparts may be effected by means of facsimile transmission.

The Corporation may assign all rights under this agreement including, without limitation, the right to enforce all of the terms contained herein agreement shall survive and continue for a period of twelve (12) months from the date hereof.

Yours truly,

Piper Resources Ltd.
by its agent Tristone Capital Inc.

ACCEPTED AND AGREED TO this
21 day of APRIL, 2008

GLENGLE ENERGY INC.
Corporation Name

Per: 

Name: JAMES BEAIR

Title: CEO

*Name of Deponent: Lorne Gartner
Date sworn: June 27, 2008*

ACTION NO. 0801-01816

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

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

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 - 2nd Street S.W.
CALGARY, Alberta
T2P 4K7

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