

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, Deric Orton, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. That I am the Vice-President of Land 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 do verily believe the same to be true.
2. That I am advised that an issue has arisen with respect to a suggestion by Matco or its counsel that Piper has improperly dealt with or transferred lands previously owned or held by Matco, contrary to the Matco Security Agreement. I have reviewed the correspondence of Matco's counsel, attached hereto marked **Exhibit "A"** to this my affidavit.
3. That the Farmout Agreement between 13929749 Alberta ULC, 1329750 Alberta ULC, both as Farmors, and Piper, as Farmee, is before this Court in the affidavit of Greg Cave sworn February 12, 2008. The Farmout Agreement is attached as Exhibit "D" to Mr. Cave's Affidavit.

4. That paragraph 6.7 of the Farmout Agreement Offers certain opportunities to both Farmor and Farmee. More particularly, as a result of the Farmout Agreement, Piper agrees to drilling wells on behalf of itself and the Farmors, which drilling activity results in interest being earned for both Piper and the Farmors. From August 10, 2007, the date of the Farmout Agreement, to February 15, 2008, Piper identified four sections under the original Farmout Agreement which were uneconomic or undesirable from Piper's business standpoint.
5. That the Farmout Agreement required Piper to expend a certain "Commitment Amount" and to drill wells on certain sections on or before certain specified dates. In the event that Piper did not drill, it would be in default under the Farmout Agreement, resulting in the Farmor's ability to cancel the entire agreement.
6. That paragraph 6.7 of the Farmout Agreement allowed either Farmor or Farmee to elect to either drill wells on these lands, or, at their option, to substitute lands into the Farmout Agreement as replacement lands.
7. That on or about October 30th, Piper identified lands described as Block H under the Farmout Agreement, which required drilling as part of the Farmout Agreement. Piper did not wish to drill this land because of uneconomic earning positions. Piper elected under 6.7(c) of the Farmout - Agreement to replace these lands with lands described as 12-34-71-11-W6M. Attached hereto marked **Exhibits "B", "C", and "D"** are the Agreements relating to the replacement lands.
8. That the decision to replace the lands with the 12-34 lands was based solely on economics, and was made in the ordinary course of business by Piper.

9. That on February 15, 2008 three sections of Farmout Lands were replaced and substituted with three sections of Piper Lands. The original sections under the Farmout Agreement were 13-72-8W6M, 20-77-6W6M And 36-79-10W6M The replacement sections, transferred from Piper into the Farmout Lands, were 6-73-12-W6M, 9 - 78-13-W6 and 10-71-11-W6.
10. That these original Farmout Lands were uneconomic or technically disproven prospects. They were originally Argali lands or third party farmin lands, and in one case the interest earned by Piper would have been as a result of the Farmin of a Farmin. Given the estimated costs of the wells and Piper's ultimate recovery, it was determined that proceeding with these wells was uneconomic or technically unsound.
11. That once again, failing to drill these three sections would have resulted in a default under the Farmout Agreement, resulting in the Farmor's ability to cancel the entire Farmout. Although the documentation with respect to the replacement lands is dated February 15, 2008, discussions had been ongoing since December of 2007, and the business decision had been made long before February 15th, the date of the actual documentation.
12. That the paragraph 6.7 (c) of the Farmout Agreement is not extraordinary, and Piper considered these decisions to be made in the ordinary course of business, based on economics or technical review. The Farmout Agreement required Piper to provide replacement lands in the event that it wished to delete existing Farmout Blocks. If Piper did not have lands in its inventory, it would have been required to purchase lands from a land sale or another third party to transfer into the Farmout Lands, so as to fulfill its Farmout obligations.
13. That the intention throughout was to maintain the integrity of the Farmout, to ensure that Piper had not violated the Farmout Agreement. All of the lands transferred as replacement lands, and all of the lands Piper elected

not to drill were undeveloped acreage owned by Piper. None of the original Farmout Lands, nor the replacement lands have been drilled as of the date of this Affidavit nor have any value attributed to them in Piper's Engineering Reserve Report as prepared by AJM Petroleum Consultants.

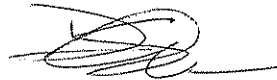
14. That there was no intention of Piper to remove or alienate any acreage in the Piper inventory or affect Matco security. These decisions were business decisions, which in my 28 years of experience in the oil and gas industry, are made on a day to day basis without approval or consent of secured creditors.
15. That I make this affidavit in response to the correspondence from Matco and the suggestion that Piper has acted improperly with respect to these transactions.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 21 day of July, 2008.)



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

JAMES G. HANLEY
Barrister & Solicitor



DERIC ORTON



4500 Bankers Hall East, 855 2nd Street SW
 Calgary, Alberta, Canada T2P 4K7
 Tel: 403.298.3100 Fax: 403.265.7219
 www.bennettjones.ca

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

July 11, 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. and the Companies' Creditors Arrangement Act (the "CCAA") Action No. 0801-01618

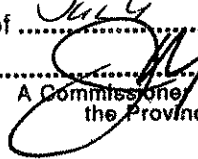
As you know, Matco and Glenogle have been attempting to obtain access to Piper's land files since late May. Piper finally agreed to grant such access after Matco brought its second application for such access. Finally having gained access, Glenogle's land consultants have been reviewing Piper's land records this week.

One of Glenogle's land consultants discovered in Piper's contract files the attached June 3, 2008 email (from Paula Whitteron, a Piper land consultant, to Dennis Kondrat, a representative of Bering Exploration Company, ULC ("Bering")). From this email, it appeared to Glenogle's consultant that lands listed therein were to be transferred from Piper to Bering. Glenogle's consultant asked Derrick Orton, Piper's Vice-President of Land, for an explanation. Mr. Orton said that he had to consult Piper's legal counsel and subsequently confirmed that those four sections (listed as numbers 1-4 in the email) would not be transferred to Glenogle or Matco, but that Piper would instead be transferring them to Bering.

Glenogle's review this week has also uncovered a number of Notices of Assignment, pursuant to which Piper has purportedly already transferred other of its oil and gas assets to Bering. We have attached one such Notice of Assignment for your reference. We note that this Notice was purportedly issued pursuant to an August 10, 2007 assignment from Piper to Bering and is stated to be "effective" October 10, 2007. August 10, 2007, of course, is the same date on which Matco advanced its most recent loan to Piper. Matco was never advised at that time nor subsequently that Piper was transferring assets to Bering.

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

DERIC ORTON
 Sworn before me this 21 day
 of JULY A.D. 2008


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

JAMES G. HANLEY
 Barrister & Solicitor

July 11, 2008

Page Two

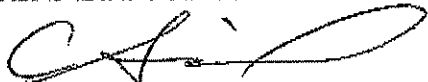
As your client is well aware, all of its assets are secured to Matco. Matco has loaned over \$50 Million to Piper in reliance on that security. Any transfer by Piper to Bering (or to anyone else) of assets secured to Matco is contrary to the terms of Matco's Security.

We note that the date of Ms. Whitteron's email is June 3, 2008, which was prior to Piper's last Court application. Piper never advised the Monitor, Matco nor the Court of any of these transfers of Matco's security, which appear to have been occurring and being implemented throughout the course of the CCAA proceedings. Obviously, those facts were material and should have been brought to the Court's attention, especially in light of Piper's numerous representations to the Court that Matco was not being prejudiced by these proceedings.

Obviously, Piper's conduct is entirely unacceptable to Matco, and Matco formally demands an explanation, as well as a complete list of all assets that Piper has transferred or agreed to transfer to Bering, or to any other parties.

Yours truly,

BENNETT JONES LLP



Chris Simard

CS/bs
Enclosure.

cc: Client (via email)
cc: Howard Gorman (Via Facsimile)



Paula Whitteron

From: Paula Whitteron
Sent: Tuesday, June 03, 2008 10:30 AM
To: 'Dennis Kondrat'
Subject: RE: Piper-Bering farmout lands

Dennis,
 Sorry for the delay in reviewing the Farmout Lands Property Report attached.

I have the following comments for you to review:

1. M1015 E/2-2-80-10-W6M (PNG below base Charlie Lake) I think this should be removed. The zone of interest is the Gething so these deeper rights do not apply. The Farmout Schedule notes that a pooling will have to be done with the E/2-2.
2. Josphine can stay in the report, but you should be aware that the lease expired in January, 2008.
3. M1002C Sec 3-78-12-W6M (PNG in Dunvegan) – Piper purchased Huron’s interest (12.5%). Huron should not be a party.
4. In Pouce Coupe South, Sebring should be Penn West throughout.

The following Piper contributed lands are not part of your schedule:

1. Sec 9-78-13-W6M – PNG below base Doe Creek to base Bluesky-Bullhead
2. Sec 10-71-11-W6M – PNG below base Spirit River to base Bluesky-Bullhead
3. Sec 34-71-11-W6M – PNG from base Dunvegan to base Peace River Group
4. Sec 6-73-12-W6M – PNG below base Dunvegan to base Fahler

see attached

Looking forward to hearing from whether or not you agree with these revisions.

Paula

From: Dennis Kondrat [mailto:dkondrat@beringexploration.com]
Sent: Monday, April 14, 2008 9:32 AM
To: Paula Whitteron
Cc: 'Fred Mueller'
Subject: Piper-Bering farmout lands

Paula

Attached is the property report for the farmout lands to Piper. Please review against the schedule attached to the March 20, 2008 Second amendment to farmout letter agreement and advise if you agree.

All should now be in place for the NOA’s and Trust Agreements, provided you have no comments and for the transfer of Crown leases from Piper to Bering as follows:

- 0502070515 – M1003
- 5400010047 – M1001
- 112979 - M1002
- 0503070637 – M1009
- 0506070240 – M1004
- 0507030814 – M1022
- 0506070241 – M1007

NOTICE OF ASSIGNMENT

Twp 078 Rge 12 W6M: Sec 4

(For reference only; general land description)

WHEREAS, by Agreement ("Transfer Agreement") dated August 10, 2007 Piper Resources Ltd., as Assignor, transferred and conveyed effective October 10, 2007 ("Transfer Date") an interest in property as more fully described below to Bering Exploration Company, ULC, as Assignee; and

WHEREAS, Assignor and one or more parties ("Third Party") are subject to and bound by that certain Joint Operating Agreement dated June 1, 1982 made between, by or among BP Exploration Canada Limited, Pembina Resources Limited and Morgan Energy Inc., as may have been amended, affecting the land or property therein described ("Master Agreement"); and

WHEREAS, in accordance with the terms and provisions of the Master Agreement, Assignor and Assignee intend to serve notice to current Third Party to the Master Agreement of the transfer and conveyance as described in the Transfer Agreement;

NOW THEREFORE, THIS NOTICE OF ASSIGNMENT WITNESSES THAT in consideration of the mutual advantages and benefits accruing to the parties hereto, notice is hereby given, as follows:

1. Assignor
Piper Resources Ltd.
2. Assignee:
Bering Exploration Company, ULC
1400, 715 -- 5th Avenue SW
Calgary, Alberta
T2P 2X6
3. Current Third Party to Master Agreement:
Talisman Energy Canada Iteration Energy Partnership 2007
Piper Resources Ltd. ARC Resources Ltd.
4. Assigned Interest: (Check A or B below)

A.: Transfer Agreement covers ___% of Assignor's entire undivided right, title and interest in the Master Agreement but shall not include rights of the Assignor as operator ("Assigned Interest"); OR

B: Transfer Agreement covers a portion of Assignor's right, title and interest in the Master Agreement but shall not include rights of the Assignor as operator ("Assigned Interest").

**12.5% Working Interest
Section 4-78-12-W6M
PNG in Dunvegan Zone Only**

5. Subject to Clause 7 of this Notice of Assignment, Assignor and Assignee, in accordance with the terms of the Transfer Agreement, acknowledge that:

- (i) Assignor has transferred and conveyed the Assigned Interest to the Assignee as of the Transfer Date; and
 - (ii) Assignee agrees to replace Assignor, on and after the Transfer Date, as a party to the Master Agreement with respect to the Assigned Interest; and
 - (iii) Assignee agrees to be bound by and observe all terms, obligations and provisions in the Master Agreement with respect to the Assigned Interest on and after the Transfer Date.
6. Subject to the terms and provisions of the Transfer Agreement, Assignee on and after the Transfer Date:
 - (i) discharges and releases Assignor from the observance and performance of all terms and covenants in the Master Agreement and any obligations and liabilities which arise or occur under the Master Agreement with respect to the Assigned Interest; and
 - (ii) does not release and discharge Assignor from any obligation or liability which had arisen or accrued prior to the Transfer Date or which does not relate to the Assigned Interest.
7. Assignee and Assignor agree that in all matters relating to the Master Agreement with respect to the Assigned Interest, subsequent to the Transfer Date and prior to the Binding Date, Assignor acts as trustee for and duly authorized agent of Assignee, and Assignee, for the benefit of the Third Party, ratifies, adopts and confirms all acts or omissions of Assignor in such capacity as trustee and agent.
8. This Notice of Assignment shall become binding on all parties to the Master Agreement on the first day of the second calendar month following the month this notice is served on Third Party in accordance with the terms of the Master Agreement ("Binding Date"). In addition, Assignor and Assignee agree that they shall be solely responsible for any adjustment between themselves with respect to the Assigned Interest as to revenues, benefits, costs, obligations or indemnities which accrue prior to the Binding Date.
9. Assignor represents and certifies that this Notice of Assignment and its service are in compliance with all the terms and provisions of the Master Agreement.

IN WITNESS WHEREOF this Notice of Assignment has been duly executed by Assignor and Assignee on the date indicated for each below:

Piper Resources Ltd.

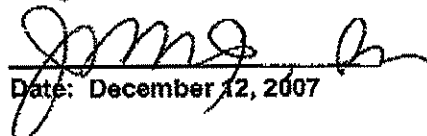
Assignor



Date: December 12, 2007

Bering Exploration Company, ULC

Assignee



Date: December 12, 2007

Report Date: Jun 02, 2008
 Page Number: 107
 REPORTED IN HECTARES

PIPER RESOURCES LTD.
Mineral Property Report

Division: NOT APPLICABLE
 Category: MINERAL
 Province: ALBERTA
 Area: POLICE COUPE SOUTH

File Number	Lease Type	Lessor Type	Exposure	Quant.	ROFR	DOI Code	Lease Description / Rights Held
File Status	Int Type / Lease	McName	Gross				
Mineral Int	Operator / Payer		Net	DOI Partner(s)	*	*	

(cont'd)
 Paid to: LESSOR (M) 100.00000000
 ALBERTA ENERGY
 Paid by: BPERN (C) 100.00000000
 PIPER
 ITERATION PART

40118 B Royalty / Encumbrances

<Link> Royalty Type: GROSS OVERRIDING ROYALTY Product Type: ALL PRODUCTS Sliding Scale: N Convertible: N % of Prod/Sales: % of PROD
 00171 A Roy Percent: 13.00000000 Gas Royalty: Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales: Prod/Sales:
 S/S OIL: Max: Other Percent: Paid by: WFF (C) 80.00000000
 AFC PIPER ITERATION PART 20.00000000

ROYALTY DEDUCTIONS - Oct 25, 2007
 NO DEDUCTIONS

<Link> Royalty Type: GROSS OVERRIDING ROYALTY Product Type: ALL PRODUCTS Sliding Scale: N Convertible: N % of Prod/Sales: % of PROD
 00172 A Roy Percent: 13.00000000 Gas Royalty: Max: Min Pay: Div: Min: Prod/Sales: Prod/Sales: Prod/Sales: Prod/Sales:
 S/S OIL: Max: Other Percent: Paid to: PAID TO (R) 100.00000000
 TRUISMAN PIPER WFF (C) 100.00000000

ROYALTY DEDUCTIONS - Oct 25, 2007
 NO DEDUCTIONS

40118	PNG	CR	EFF:	Jun 04, 1981	256.000	00198	8	Yes	WI	TYWP 70 RGE 12 WGM SEC 04
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Report Date: Jun 02, 2008
 Page Number: 109
 "REPORTED IN HECTARES"

PIPER RESOURCES LTD.
Mineral Property Report

Division: NOT APPLICABLE
 Category: MINERAL
 Province: ALBERTA
 Area: POLICE COUPE SOUTH

File Number	Use Type	Lessor Type	Exposure	Oper/Cont	ROFR	DOI Code	Lease Description / Rights Held
File Status	ht Type / Lsq	McName	Gross				
Mineral Int	Operator / Payer		Net	DOI	Parameters		

(cont'd)

80118
 Sub: C WI Exp: Jun 03, 1988
 ACTIVE 0681000092 Exp: 15 0.000 PIPER
 PIPER 0.000-HERAFRON PART 62.50000000
 100.00000000 ARC PIPER 12.60000000
 BERLING

Status	Hectares	Net	NP/Prod:	Hectares	Net
NON PRODUCING	0.000	0.000	Undev:	0.000	0.000
UNDEVELOPED	0.000	0.000		0.000	0.000
		Total Patches:		448.00	

Royalty/Encumbrances

<Links> Royalty Type GROSS OVERRIDING ROYALTY Product Type ALL PRODUCTS Sliding Scale N Convertible N % of Prod/Sales % of PROD

Roy Permt: 13.00000000 Max: Min Pay: Div: Prod/Sales: 20.00000000
 S/S OIL: Min: Other Permt: Min: Prod/Sales: 12.50000000

Paid to: PAIDTO (R) 100.00000000 Paid by: WI (C) 87.60000000
 TALISMAN PIPER

ROYALTY DEDUCTIONS - Oct 25, 2007
 NO DEDUCTIONS

<Links> Royalty Type GROSS OVERRIDING ROYALTY Product Type ALL PRODUCTS Sliding Scale N Convertible N % of Prod/Sales % of PROD

Roy Permt: 13.00000000 Max: Min Pay: Div: Prod/Sales: 20.00000000
 S/S OIL: Min: Other Permt: Min: Prod/Sales: 12.50000000

Paid to: PAIDTO (R) 100.00000000 Paid by: WI (C) 87.50000000
 TALISMAN PIPER

ALL PNG IN DUNVEGAN

Contract	Related Contracts	Start Date
C0001 AC	P&S	Aug 16, 2007
C0001 R	P&S	Aug 16, 2007
C0002 B	FARMOUT	Aug 10, 2007
C0128 A	PART	Feb 08, 2008 (I)
C0167 A	ASSET EXC	Sep 12, 2008 (I)
C0168 B	JCA	Jun 01, 1982
C0171 B	FARMOUT	Dec 09, 2004
C0172 B	FARMOUT	Mar 18, 2005
C0181 C	ASSET EXC	Nov 05, 2007
C0187 B	FARMOUT	Jan 11, 2008



FAX MESSAGE

Mr. James G. Hanley • Thackray Burgess
Fax: 531-4720 • Phone: 531-4712

FROM Chris Simard

Mr. Howard A. Gorman • Macleod Dixon LLP
Fax: (403) 264-5973 • Phone: 267-8144

LAWYER NO 642 FILE NO 31376.77

Bennett Jones LLP
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary Alberta
T2P 4K7

Tel 403.298.4485
Fax 403.265.7219

DATE July 11, 2008

Original Status - Retained on File

This is the first page of 28

If all pages not received, call 403.298.3234 for assistance.

This facsimile was successfully transmitted at:

MESSAGE

Please see attached.

WSLe ga 03137600077 2844548v1 THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. THANK YOU.

CALGARY • EDMONTON • TORONTO



Jo-Anne Cook

From: Chris Simard [SIMARDC@bennettjones.ca]
Sent: Friday, July 11, 2008 1:56 PM
To: James G. Hanley; Michael A. Thackray, Q.C.
Subject: My Letter re: Piper land transfers

I faxed a letter over to Jim earlier this afternoon re: Glenogle's discovery of Piper transferring Matco's collateral to Bering. As a courtesy, we wanted to advise you that Glenogle's land person says Derrick Orton, when confronted with the email regarding the transfer, said he was going to talk to Piper's legal counsel, then later came back and confirmed Piper would transfer the lands to Bering, not to Matco/Glenogle.

We have difficulty believing that you would have advised Piper to transfer lands to Bering. You may want to follow up with Mr. Orton to clarify.

Chris Simard



T 403 298 4485 / F 403 265 7219 / E simardc@bennettjones.ca
4500 Bankers Hall East / 855 - 2nd Street S.W. / Calgary, Alberta T2P 4K7

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

7/15/2008



October 4, 2007

Richmount Petroleum Ltd.
950, 736 - 6th Avenue SW
Calgary, AB
T2P 3T7
Attention: Joanne Sinclair

Re: Farmout Agreement
dated June 25, 2007
Sec 04-078-12 W6M
Pouce Coupe Area, Alberta
Our File: C0111
Your File: C0161

This is Exhibit "B" referred to in the
Affidavit of
DERIC ORTON
Sworn before me this *21* day
of *July* A.D. 20*08*
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta.

JAMES G. HANLEY
Barrister & Solicitor

I refer to your letter of September 17, 2007. After careful consideration, Piper Resources Ltd. as successor in interest to Argali Oil Inc. wishes to advise that we are not able to spud a test well as contemplated under the referenced agreement by October 31, 2007.

As such, we respectfully decline our position as Farmee and surrender our ability to earn an interest under said agreement.

Thank you for your consideration in this matter.

PIPER RESOURCES LTD.

Deric S. Orton
Vice President, Land

Bcc. Dennis Kondrat
Bering Exploration Company ULC
1400, 715 - 5 Ave SW
Calgary, AB
T2P 2X6

PIPER
Resources Ltd.
October 30, 2007

Bering Exploration
1400, 715 - 5th Ave. SW
Calgary, AB
T2P 2X6
Attention: Mr. Fred Mueller

Dear Sir:

Re: Farnout Agreement
dated July 31, 2007
Various Areas, Alberta

This letter will serve to amend portions of Schedule "A" attached to the captioned agreement as between our companies.

Block H is hereby withdrawn and the contemplated 10-04-078-12 W6M well location has been terminated as evidenced by our October 4, 2007 letter to Richmount Petroleum Ltd. (copy attached).

Pursuant to article 6.7 (c) of the captioned agreement, Piper wishes to propose that the referenced Block H be replaced with a prospect in our inventory located at 12-34-071-11 W6M. This Paddy Cadotte shot is held Piper 55% from the base of the Dunvegan zone to the base of the Bluesky Bullhead formation and will, with your approval, be brought forward as a prospect under the subject Farnout Agreement.


Kindly indicate your approval of the foregoing in the spaces below and return the duplicate copy to my attention.

PIPER RESOURCES LTD.



Deric S. Orton
Vice President, Land

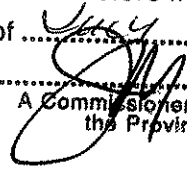
Agreed to and Accepted
this 2nd day of ~~October~~ November, 2007

per 
Bering Exploration Company, ULC

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

DERIC ORTON

Sworn before me this 21 day
of July A.D. 2008


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

RECEIVED

NOV 06 2007

JAMES G. HANLEY
Barrister & Solicitor

IN SECTION
4-7878-06
THESE WERE
NG 10 CADOTTE
& PWS BELOW BASE
PIPER STILL HAS
SHALLOW RIGHTS



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

DERIC ORTON

Sworn before me this 21 day
of July A.D. 20 08

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

February 15, 2008

Bering Exploration Company, ULC
1400, 715 5 Ave SW
Calgary, Alberta
T2P 2X6

Attention: Fred Mueller

RECEIVED JAMES R. HANLEY
Barrister & Solicitor
FEB 19 2008

Dear Sir:

RE: Farmout Agreement
Dated July 31, 2007

This letter will serve to amend portions of Schedule "A" attached to the captioned agreement as between our companies.

Schedule "A" will be updated with a new location in 1-6-73-12W6M which will be drilled deeper to the Paddy formation. This new location will replace the Encana 8-13-72-8W6M wellbore which suffered a vent leak problem. Piper contributes its 56% interest below the base of the Dunvegan to base Falher.

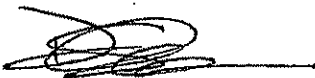
Piper contributes a location in 16-9-78-13W6M which replaces section 20-77-6W6M which was felt to be weak technically. Piper contributes its 50% interest below base Doe Creek to base Bluesky- Bullhead.

Piper contributes a location in 9-10-71-11W6M which replaces section 36-79-10W6M due to uneconomic earning conditions. Piper contributes 50% interest below base Spirit River to base Bluesky-Bullhead.

These replacement prospects are being contributed by Piper pursuant to article 6.7(c) of the referenced agreement.

Kindly indicate your approval to the foregoing in the spaces provided below and return the duplicate copy to my attention.

Yours truly,
PIPER RESOURCES LTD.



Deric S. Orton
Vice President-Land

Agreed to and Accepted this 18 day of February, 2008

per: 
Bering Exploration Company, ULC.

Action No.: **0801-01618**
[Affidavit of Deric Orton
Sworn July ____, 2008]

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

THACKRAY BURGESS
Barristers and Solicitors
Attention: JAMES G. HANLEY
Suite 1900, 736 - 6 Avenue SW
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