

PURCHASE AND SALE AGREEMENT
(Royalty Lands, Alberta)

THIS AGREEMENT made the 19th day of December, 2014.

BETWEEN:

DEWPOINT RESOURCES LTD., a body corporate, having an office
in the City of Calgary in the Province of Alberta
(hereinafter called the "**Vendor**" or the "**Transferor**")

- and -

**MAPLE LEAF 2013 OIL & GAS INCOME LIMITED
PARTNERSHIP**, a limited partnership, having an office in the City of
Vancouver in the Province of British Columbia
(hereinafter called the "**Purchaser**" or the "**Transferee**")

WHEREAS the Vendor wishes to sell and the Purchaser wishes to purchase the Assets on the terms and conditions contained in this Agreement, and accordingly the Parties agree as follows:

1. Definitions

Each capitalized term used in this Head Agreement will have the meaning given to it in the Property Transfer Procedure. In addition:

- (a) "**Closing Date**" means December 19, 2014 or such other time and date as may be agreed upon in writing by the Parties;
- (b) "**Effective Date**" means November 1, 2014; and
- (c) "**Property Transfer Procedure**" means the standard form 2000 CAPL Property Transfer Procedure which is by this reference adopted and entirely incorporated into this Agreement as completed, the elections and amendments of which are attached hereto as Schedule "B".

2. Schedules

The following Schedules are attached hereto and made part of this Agreement:

- (a) Schedule "A", which is the Land Schedule and identifies the Royalty Lands and the Wells;
- (b) Schedule "B", which contains the elections and amendments to the Property Transfer Procedure; and
- (c) Schedule "C", which is the form of the General Conveyance as described as Exhibit "A" to the Property Transfer Procedure.

3. **Purchase and Sale**

The Purchaser hereby agrees to purchase and accept the Assets from the Vendor and the Vendor hereby agrees to sell, assign, transfer and convey the Assets to the Purchaser on the terms and conditions set forth in this Agreement. Subject to the modifications that may be made under the Property Transfer Procedure, the consideration payable by the Purchaser to the Vendor for the Assets is **six hundred ninety-five thousand Dollars (\$695,000.00)** allocated among the Assets as follows:

(a)	To Petroleum and Natural Gas Rights	\$694,999.00
(b)	To Miscellaneous Interests	<u>\$1.00</u>
	Total	<u>\$695,000.00</u>

The total purchase price and any applicable GST owing thereon will be paid by the Purchaser by corporate cheque, or at the option of the Purchaser, by wire transfer, at Closing.

4. **Incorporation of Property Transfer Procedure**

The Parties acknowledge and agree that the Property Transfer Procedure is incorporated by reference into this Head Agreement and shall be deemed to apply as if it had been included as a schedule to this Head Agreement, save and except for the following:

- (a) Section 1.03 (f) shall be amended to state: "any reference to time means Mountain Standard Time"; and
- (b) Section 4.02 (D) shall be deleted in its entirety.

5. **Additional Terms**

- (a) NIL

6. **Additional Representations and Warranties**

The Transferor makes the following additional representations and warranties under Paragraph 6.02(w) of the Property Transfer Procedure:

- (a) NIL

7. **Additional Conditions Precedent**

A. The following additional conditions precedent are included for the benefit of the Transferee under Paragraph 10.02(d) of the Property Transfer Procedure:

(a) NIL

B. The following additional conditions precedent are included for the benefit of the Transferor under Paragraph 10.03(c):

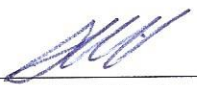
(a) NIL

8. **Counterpart Execution**

This Agreement may be executed in counterpart and delivered by facsimile or other electronic means, and when so executed and delivered, all such counterparts shall be deemed to create a binding agreement between the Parties.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

DEWPOINT RESOURCES LTD.

Per: 
Solomon Chebib, President

**MAPLE LEAF 2013 OIL & GAS
INCOME LIMITED PARTNERSHIP,
by its general partner, ML 2013 OIL &
GAS INCOME MANAGEMENT CORP.**

Per: 
~~Dan Gundersen, Managing Director~~
Adam Thomas, President

SCHEDULE "A"

Attached to and forming part of a Purchase and Sale Agreement dated December 19, 2014 between Dewpoint Resources Ltd., as Vendor/Transferor, and Maple Leaf 2013 Oil & Gas Income Limited Partnership, as Purchaser/Transferee

See attached land schedule dated December 9, 2014 comprised of 94 pages in total and the attached Well list comprised of one page.

Schedule "B"

Attached to and forming part of a Purchase and Sale dated December 19, 2014 between Dewpoint Resources Ltd., as Vendor/Transferor, and Maple Leaf 2013 Oil & Gas Income Limited Partnership, as Purchaser/Transferee

PROPERTY TRANSFER PROCEDURE ELECTION AND AMENDMENTS

1. GST (Subclause 2.03A): (i) GST Election: Alternate: 1
(ii) GST Business No.:
2. Interest Accrual (Clause 2.04): Alternate _____ / Neither Alternate 1 nor 2 X apply
3. Place of Closing (Clause 3.01): **Office of Transferor**
4. Access to Transferee's Files (Subclause 3.04B): 6 months
5. Distribution of Specific Conveyances (Clause 3.05): Alternate: 1
6. Final Statement of Adjustments (Paragraph 4.02A(b)): 120 day period
7. Treatment of Income During Interim Period (Clause 4.03): Alternate A (0%)
8. Transferor's Representations and Warranties (Clause 6.02). Those representations and warranties in that Clause that apply are indicated by a Y below.

<u>Y</u>	(a)	Residency For Tax Purposes	<u>N</u>	(m)	Abandonment of Wells
<u>Y</u>	(b)	Lawsuits and Claims	<u>N</u>	(n)	Condition of Tangibles
<u>Y</u>	(c)	No Default Notices	<u>N</u>	(o)	Well/Tangibles Lic. Transfers
<u>Y</u>	(d)	Compliance With Leases	<u>N</u>	(p)	Reg. Production Penalties
<u>Y</u>	(e)	Payment of Royalties	<u>N</u>	(q)	Reg. Production Allowables
<u>Y</u>	(f)	Encumbrances	<u>N</u>	(r)	Area of Mutual Interest
<u>Y</u>	(g)	No Reduction	<u>N</u>	(s)	No Offset Obligations
<u>Y</u>	(h)	Sale Agreements	<u>N</u>	(t)	Commitment to Deliver
<u>Y</u>	(i)	Provision of Documents	<u>N</u>	(u)	ARTC
<u>N</u>	(j)	Authorized Expenditures	<u>Y</u>	(v)	Quiet Enjoyment
<u>Y</u>	(k)	Environmental Matters	<u>N</u>	(w)	Additional Representations
<u>N</u>	(l)	Condition of Wells			

9. Survival of Representations and Warranties (Clause 6.04): 12 months.
10. Option to Terminate Re ROFR Exercises (Subclause 7.01D): will ___ / **WILL NOT** apply.
11. Delivery of Title Defects Notice (Subclause 8.02A): 5 Business Days.
12. Title Defects Mechanism (Subclause 8.02B): Alternate: 1
 If Alternate 2 applies: (i) \$ Value threshold (Subclause 8.02B):
 (ii) Transferor's termination threshold (Paragraph 8.02B(c)):
 (iii) Transferee's termination threshold (Paragraph 8.02B(d)):
13. Responsibility of Transferor (Clause 13.01): (i) Subclause 13.01A: Alternate 1
(ii) Subclause 13.01B: 12 months
14. Limit on Transferor's Responsibility (Subclause 13.03A): **WILL X** / will not _____ apply.
15. Min. Claim (Subclause 13.03B): Will ___ / will not X apply. (\$ Threshold if Subclause B applies: n/a)
16. Addresses for Service (Clause 15.02):

Dewpoint Resources Ltd.
 102, 526 – 18th Avenue SW
 Calgary, AB T2S 0C5

Maple Leaf 2013 Oil & Gas Income Limited Partnership
 PO Box 10357 Suite 808, 609 Granville Street
 Vancouver, B.C. V7Y 1G5

SCHEDULE "C"

Attached to and forming part of a Purchase and Sale Agreement dated December 19, 2014 between Dewpoint Resources Ltd., as Vendor/Transferor, and Maple Leaf 2013 Oil & Gas Income Limited Partnership, as Purchaser/Transferee

GENERAL CONVEYANCE

This General Conveyance made this _____ day of _____, A.D. 2014.

B E T W E E N:

DEWPOINT RESOURCES LTD.
(hereinafter called the "Transferor")

- and -

**MAPLE LEAF 2013 OIL & GAS INCOME LIMITED
PARTNERSHIP**
(hereinafter called the "Transferee")

Whereas the Transferor has agreed to convey the Transferor's entire interest in the Assets to the Transferee and the Transferee has agreed to acquire the Transferor's interest in the Assets, the Parties agree as follows:

1. Definitions

In this General Conveyance, "Agreement" means the Purchase and Sale Agreement dated the 19th day of December, 2014, between the Transferor and the Transferee. In addition, the definitions provided for in the Agreement and in the Property Transfer Procedure included as a Schedule to the Agreement are adopted in this General Conveyance.

2. Conveyance

The Transferor, for the consideration provided for in the Agreement, the receipt and sufficiency of which is acknowledged by the Transferor, conveys the Assets to the Transferee. The Transferee acquires those interests from the Transferor, subject to the terms of the Agreement, the Permitted Encumbrances and compliance with the terms of the Title and Operating Documents.

3. Effective Time

This General Conveyance is effective as of the Effective Date.

4. Closing

The Transferor and the Transferee each hereby certify that it has performed and satisfied all agreements and obligations that it was required to perform or satisfy pursuant to the Agreement, that the representations and warranties made by it as contained in the Agreement are true in all material respects at and as of the Effective Time and the Closing Date, that all closing conditions have either been satisfied or are hereby waived, and Closing, as the term is defined in the Agreement, is hereby completed.

5. **Subordinate Document**

This General Conveyance is executed and delivered by the Parties under the Agreement for the purposes of the provisions of the Agreement, and the terms hereof are to be read in conjunction with the terms of the Agreement. The Agreement will prevail if there is a conflict between the provisions of the Agreement and this General Conveyance.

6. **Enurement**

This General Conveyance enures to the benefit of and binds upon the Parties and their respective successors and permitted assigns.

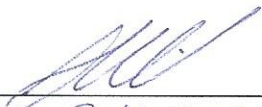
7. **Further Assurances**

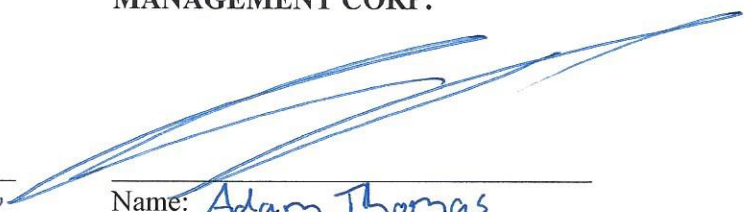
Each Party will, after the date of this General Conveyance, on a timely basis and without further consideration, do all further acts and execute and deliver all further documents that are reasonably required to carry out the terms of this General Conveyance.

IN WITNESS WHEREOF the Parties have duly executed this General Conveyance.

DEWPOINT RESOURCES LTD.

**MAPLE LEAF 2013 OIL & GAS INCOME
LIMITED PARTNERSHIP**, by its general
partner, **ML 2013 OIL & GAS INCOME
MANAGEMENT CORP.**


Name: Solomon Chebib
Title: President


Name: Adam Thomas
Title: President

Name:
Title:

Name:
Title: