



MEYERS NORRIS PENNY LIMITED

DRIFTWOOD RESOURCES LTD.
IN RECEIVERSHIP

NOTICE AND STATEMENT OF RECEIVER
Subsection 245(1) of the *Bankruptcy and Insolvency Act*

THE RECEIVER GIVES NOTICE AND DECLARES THAT:

Pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") granted June 25, 2009 (the "Receivership Order"), Meyers Norris Penny Limited was appointed as Receiver and Manager ("Receiver") of the assets, property and undertaking of Driftwood Resources Ltd. (the "Company").

A copy of the Receivership Order is attached hereto as Appendix 1.

BACKGROUND

The Company is a private oil and gas company based in Calgary, Alberta with producing and non-producing properties in Alberta and Saskatchewan.

ASSETS

The Receiver took possession and control of the Company's assets on June 25, 2009. A list of the Company's assets and net book values as at June 30, 2009 is summarized below:

Description (Note 1)	Amount (\$)
Cash	70,448.66
Accounts Receivable (Note 2)	799,615.54
Investment in Subsidiary (Note 3)	657,831.00
GST Paid	2,105.98
Prepays	65,360.72
Inventory	5,600.00
Oil and Gas Property and Equipment	4,175,131.78
Other Property and Equipment	53,257.00
Total Assets	<u>5,829,350.68</u>

NOTE 1: The source of information is the Company's internally prepared, unaudited balance sheet as at June 30, 2009.

NOTE 2: This amount includes an inter-company amount of approximately \$760,000 due from Green Point Resources Ltd. ("Green Point"). Green Point is also subject to receivership proceedings.

NOTE 3: Represents the Company's investment in Green Point.

All of the Company's assets are subject to a general security agreement held by National Bank of Canada. The Receiver has not yet obtained a legal opinion as to the validity and enforceability of the security agreement.



For the purpose of an orderly liquidation of the Company's assets, the Receiver is continuing the operations of the Company for a period of time. The Receiver will decide on an appropriate and orderly method of liquidating and realizing upon the assets. Once the assets have been disposed of, the receivership of the Company will be summarily wound up.

CREDITORS

A list of the Company's known creditors together with the amounts owed to each creditor and the total amount owed by the Company is attached hereto as Appendix 2.

OTHER

The following information relates to the receivership proceedings:

Principal line of business: Oil and Gas
Address of business: 630, 715 – 5 Avenue SW
Calgary AB T2P 2X6

The contact person for the Receiver is as follows:

Meyers Norris Penny Limited
300, 622 – 5 Avenue SW
Facsimile: (403) 537-8437


Katherine Bujold, CIRP
Tel: (403) 537-7622

Further information with respect to the receivership proceedings will be posted to the Receiver's website (www.mnpdebt.ca) under the "Corporate Engagements" heading as it becomes available. Should creditors not have access to the internet, copies of other filed materials may be requested by contacting Paul Vendrinsky at (403) 537-7666.

Dated at Calgary, Alberta this 6th day of July, 2009.

MEYERS NORRIS PENNY LIMITED

In its capacity as Court-appointed Receiver and Manager of
Driftwood Resources Ltd.
And not in its personal capacity


Katherine Bujold, CIRP
Vice President

Action No. 0901-09579

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

BETWEEN:

I hereby certify this to be a true copy of
the original **order**
Dated this **25th** day of **June**
for Clerk of the Court

NATIONAL BANK OF CANADA

Plaintiff
(Applicant)

-and-

DRIFTWOOD RESOURCES LTD. and
GREEN POINT RESOURCES LTD.

Defendants
(Respondents)

BEFORE THE
HONOURABLE MADAM
JUSTICE C.A. KENT
IN CHAMBERS

) On Thursday the 25th day of
) June, 2009 at the Courts Centre,
) in the City of Calgary, in the
) Province of Alberta.
)

RECEIVERSHIP ORDER

UPON the application of National Bank of Canada in respect of Driftwood Resources Ltd. and Green Point Resources Ltd. (together, the "Debtor"); AND UPON having read the Notice of Motion and the Affidavit of Murray D'Angelo, filed; AND UPON reading the consent of Meyers Norris Penny Limited to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON hearing counsel for the Applicant and counsel for the Debtor;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“BIA”), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9 and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, Meyers Norris Penny Limited is hereby appointed Receiver and Manager (the “Receiver”), without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”).

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect to any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$300,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupational agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing collectively referred to as the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST RECEIVER

7. No proceedings or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or any existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practice as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheque, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit or such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay,

or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct,
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph;
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (A) complies with the order, or

- (B) on notice to the person who is issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage,
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 16. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
- 17. The Receiver and its legal counsel shall pass their accounts from time to time.
- 18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVER

- 19. The Receiver be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order

authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowing Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

20. Neither the Receiver's Borrowing Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and the Receiver's Borrowing Charge amongst the various assets comprising the Property.

GENERAL

24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
26. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
27. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the

recognition of this Order and for assistance in carrying out the terms of this Order.

28. The Receiver is authorized, but not obligated, to continue with the sale mandate respecting the Debtor's Property involving CB Securities Inc..
29. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
30. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

31. This Order is issued and shall be filed in Court of Queen's Bench Action No. 0901-09579 All further proceedings shall be taken in this action unless otherwise ordered.

"C.A. Kent"
J.C.C.Q.B.A.

ENTERED this 25th day of
June, 2009.

V.A. BRANDT  COURT SEAL

CLERK OF THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Meyers Norris Penny Limited, the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Driftwood Resources Ltd. and Green Point Resources Ltd. appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the June 5, 2009 (the "Order") made in action number 0901-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ percent above the prime commercial lending rate of [**BANK**] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which is may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2009.

Meyers Norris Penny Limited solely in its capacity as Receiver and Manager of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name: _____

Title: _____

Action No. 0901-09579

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

BETWEEN:

NATIONAL BANK OF CANADA

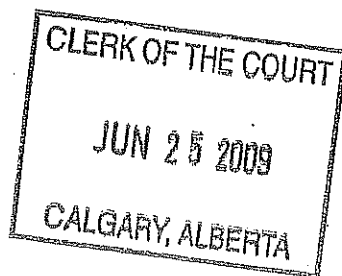
Plaintiff
(Applicant)

-and-

**DRIFTWOOD RESOURCES LTD. and
GREEN POINT RESOURCES LTD.**

Defendants
(Respondents)

RECEIVERSHIP ORDER



MACLEOD DIXON LLP

Barristers & Solicitors
3700 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta T2P 4H2

Howard A. Gorman
Telephone: (403) 267-8222
Fax: (403) 264-5973

File No. 264370

Driftwood Resources Ltd. - In Receivership

Appendix 2

Secured	Amount (\$)
Concept Compression	1.00
National Bank of Canada	1,284,718.88
Total Secured	<u>1,284,719.88</u>
Unsecured	
Agat Laboratories	1,216.95
Alberta Energy and Utilities Board	279.86
AltaGas Ltd.	40,494.54
Apecs	835.28
Arc Resources Ltd.	784.73
Bay Trail Resources Ltd.	10,305.23
Beaumont Resources Ltd.	10,500.00
Blackwatch Energy Services Corp.	929.25
Bounty Developments	67.20
Brent Marzolf	9,235.37
Bristol Canada	13,790.70
ConocoPhillips Canada	3,955.53
ConocoPhillips Canada Resources	1,586.56
Curty's Oilfield Services	4,032.00
DAS Disposals Ltd.	1,147.13
Direct Energy Marketing Limited	201,951.85
Drake Pacific Enterprises Ltd.	784,429.11
Ebbeling Siesmic Consulting Ltd.	157.50
EOG Resources Canada	40,356.43
Fekete Associates Inc.	24,412.50
Ferleyko Trucking	2,468.81
Jason's Custom Contracting	262.50
KG Enerprises Ltd.	2,474.06
KMSS Results Inc.	17,325.00
McCarthy Tetrault LLP	1,310.40
MJB Slickline Services	4,064.03
Nelgar Oilfield Services Ltd.	347.55
Newalta Corporation	1,269.71
Nickpoint Environmental Services	703.50
Nucleus Inc.	83.95
Precision Geomatics Inc.	4,978.72
Pronghorn Controls	3,898.65
Puize Wireline Services Ltd.	5,153.40
Quinn Pumps	2,104.73
Regent Resources LTd.	7,736.65
Richards Oil & Gas Ltd.	47,240.09
RML Energy	8,337.79
Sherwood Brothers Oilfield Service	6,306.23
Terroco Oilfield Services	4,659.38
Tyvan Oils Ltd.	6,486.66
Vermilion Energy Trust	5,760.60
W-K Trucking Inc.	245.44
Total Unsecured	<u>1,283,685.57</u>
Grand Total	<u><u>2,568,405.45</u></u>