RESOLUTION AGREEMENT

WHEREAS Fursa Master Global Event Driven Fund LP ("Fursa"), William F. Harley III ("Harley"), Xemplar Energy Corp. ("Xemplar"), Simon Tam ("Tam"), Gerard A. Pallotta ("Pallotta") and Ron Mitchell ("Mitchell") have agreed to a resolution of matters related to the special meeting of the shareholders of Xemplar scheduled to be held on January 15, 2013 (the "Meeting") pursuant to a requisition of Fursa dated September 28, 2012 (the "Requisition");

AND WHEREAS each of Pallotta & Associates Development, Inc., Blackrock Capital and Mitchell (collectively, the "Executive Consultants") have consulting agreements with Xemplar (the "Consulting Agreements") which are affected by this agreement;

AND WHEREAS each of Ryan E. Cheung ("Cheung"), Gino Kim and Robert Campbell ("Campbell") have, in connection with the Meeting, been proposed as director nominees for Xemplar by Fursa;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereto agree as follows:

1. Immediately following the execution of this agreement, Fursa shall withdraw, in writing, the Requisition, and hereby agrees to the cancellation of the Meeting.

2. At 10:00 a.m. (Toronto time) on December 17, 2012, Xemplar will duly convene a meeting (the "Directors' Meeting") of its board of directors (with all of the current directors to be in attendance in person or by teleconference). At the Directors' Meeting, the following business will occur in the following order:

   (a) Pallotta will resign as a director of Xemplar effective immediately and the remaining directors of Xemplar will appoint Campbell as a director in his place; and

   (b) Mitchell will resign as a director of Xemplar effective immediately and the then directors of Xemplar will appoint Cheung as a director in his place,

   such that, following the completion of all such actions (the "Transition Time"), the board of directors of Xemplar (the "New Board") shall comprise the following four directors: Tam, Campbell, Harley and Cheung.

3. Pallotta and Mitchell (collectively, the "Departing Directors") shall have the right to nominate one additional member of the board of directors of Xemplar, on or before January 15, 2013, who will be appointed to and become a member of the board of directors of Xemplar within five business days of such nomination;

provided that such nominee (the "Nominee") must be an "independent director" for purposes of sections 1.4 and 1.5 of National Instrument 52-110 and must be at arm's length to each of Pallotta and Mitchell. The four members of the New Board (Tam, Campbell, Harley and Cheung), together with the Nominee, shall subject to their consent comprise the management slate of directors proposed for election by Xemplar at its next shareholders' meeting (the "AGM"). Each of the parties hereto will vote or cause to be voted all common shares of Xemplar beneficially owned by them or over which they exercise control and direction in favour of the election at the AGM of each of the members of the New Board and the Nominee. The board of directors of Xemplar shall not consist of more than four directors prior to the AGM unless the Nominee is nominated by the Departing Directors on or before January 15, 2013, in which case there shall be five directors.

4. Xemplar and each of the Executive Consultants agree that: (a) notwithstanding the terms of the Consulting Agreements or any other agreement or arrangement, (i) the Consulting Agreements shall terminate on May 31, 2013 and may not be terminated prior thereto under any circumstances, (ii) no expenses incurred by an Executive Consultant following the date hereof shall be reimbursed by Xemplar unless such expense was pre-approved in writing by the board of directors of Xemplar and (iii) Pallotta and Mitchell will not serve as officers of Xemplar and will not be required to carry out any duties related to any such position; and (b) [redacted] Xemplar shall pay all expenses incurred by the special committee of the board of directors of Xemplar in connection with the Requisition and the Meeting, including without limitation invoices delivered by McMillan LLP and CST Phoenix Advisors on or prior to the date hereof, no later five business days after the receipt of itemized invoices related thereto.

[Information relating to the compensation payable is redacted for confidentiality reasons.]

5. Xemplar agrees that upon the Departing Directors' resignation as directors and/or officers and in consideration of such resignations, the options previously granted to each of them as directors, officers and/or consultants, to the extent such options originally had an expiry date of later than September 30, 2013, shall (subject to regulatory approval, if required) remain exercisable until September 30, 2013, and Xemplar agrees to take all actions and enter into all agreements necessary to establish the above option exercise period, including seeking such regulatory approvals as may be required.

6. Immediately following execution of this agreement, Xemplar shall issue a press release, in the form attached hereto as Schedule "A", announcing the matters set forth herein.

7. Following the execution of this agreement, none of Xemplar, Fursa, Tam and Harley, on the one hand, nor the Departing Directors and/or the Executive Consultants, on the other hand, will make any adverse, negative or disparaging

public or non-public statements regarding the other as relates to Xemplar or the circumstances leading up to the Meeting, except as may be required by governmental authority or applicable law and with reasonable notice provided to the affected party if such notice may reasonably be provided. The parties agree that a signed covenant to this effect from each of the aforementioned individuals and entities will be exchanged immediately following the execution of this agreement. Such covenants shall be in the form attached hereto as Schedule "B".

8. Immediately following the execution of this agreement in accordance with the terms set forth herein: (a) Fursa and Harley shall execute and deliver full and final releases in favour of each of the Departing Directors in the form attached hereto as Schedule "C"; (b) each of the Departing Directors shall execute and deliver full and final releases in favour of each of Fursa and Harley in the form attached hereto as Schedule "D"; (e) Xemplar shall execute and deliver full and final releases in favour of each of the Departing Directors, the Executive Consultants and Fursa in the form attached hereto as Schedule "E"; and (f) each of the Departing Directors and Fursa shall execute and deliver full and final releases in favour of Xemplar in the form attached hereto as Schedule "F". All such releases shall become effective immediately following the execution of this agreement in accordance with the terms set forth herein.

9. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts thereof.

10. This agreement constitutes the entire agreement between the parties hereto and supersedes and replaces any and all other agreements, arrangements or understandings between or among the parties.

11. Each party hereto agrees to execute and deliver all such documents and to do all such other acts and things as may be reasonably necessary from time to time to give full effect to the provisions and intent of this agreement.

12. This agreement and the rights of the parties hereto may not be assigned by any party without the prior written consent of the other parties. All the terms and provisions of this agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. This agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Each party shall be entitled to rely on delivery of a facsimile copy of this agreement, and acceptance by any party of a facsimile copy of this agreement shall create a legal, valid and binding agreement between and among the parties hereto in accordance with the terms hereof.

[Signature Pages Follow]

14. Time shall be of the essence hereof.

IN WITNESS WHEREOF the parties have executed this agreement as of the 14th day of December, 2012.

XEMPLAR ENERGY CORP.

by *Simon Tam*
Name: Simon Tam
Title: CEO

PALLOTTA & ASSOCIATES DEVELOPMENT, INC.

by *Gerard A. Pallotta*
Name: Gerard A. Pallotta
Title: President

FURSA MASTER GLOBAL EVENT DRIVEN FUND LP by its General Partner, WILLIAM F. HARLEY III

by *William F. Harley III*
Name: William F. Harley III
Title: General Partner

BLACKROCK CAPITAL

by *Cheryl A. Black*
Name: Cheryl A. Black
Title: President

SIGNED, SEALED & DELIVERED
In the presence of :

______________________________	"William F. Harley III"
Witness Name:	William F. Harley III
______________________________	"Gerard A. Pallotta"
Witness Name:	Gerard A. Pallotta
______________________________	"Ronald Mitchell"
Witness Name:	Ronald Mitchell
______________________________	"Simon Tam"
Witness Name:	Simon Tam

SCHEDULE "A"

PRESS RELEASE

XEMPLAR ENERGY CORP.
3467 Commercial Street, Vancouver, B.C. V5N 4E8
Phone: (604) 687-4191 / Facsimile: (604) 871-9926

XEMPLAR ENERGY AND FURSA MASTER GLOBAL EVENT DRIVEN FUND AGREE TO RECONSTITUTE THE BOARD AND TO CANCEL SPECIAL MEETING OF SHAREHOLDERS

VANCOUVER/ December 14, 2012/ Xemplar Energy Corp. (the "Company" or "Xemplar") (TSX-V:XE) announced today that it has agreed to a reconstitution of its board of directors as part of an agreement with Fursa Master Global Event Driven Fund LP ("Fursa").

The reconstitution of the Board will take place on Monday, December 17, 2012 and is the result of discussions between the Company and Fursa, one of Xemplar's major shareholders, aimed at resolving the proxy contest that has been ongoing between Xemplar and Fursa regarding Xemplar's special meeting of shareholders that was scheduled to take place on January 15, 2013 (the "Meeting"). As part of these discussions, Fursa has agreed to withdraw its requisition of the Meeting, and as a result the Meeting will not be convened.

Ronald Mitchell will no longer be serving as Chairman and a director of Xemplar and Gerard Pallotta will no longer be serving as Xemplar's Chief Financial Officer and a director. Messrs. Mitchell and Pallotta have agreed that they will provide certain consulting services to Xemplar for a period of five months under their existing management consulting agreements. As part of the Board reconstitution, Xemplar will appoint two new directors to the Board, resulting in there being the following four directors: Simon Tam, Ryan E. Cheung, William F. Harley III and Robert Campbell. In addition, the Board will appoint a fifth director, on or before January 15, 2013, nominated by Messrs. Mitchell and Pallotta, who must be independent and at arm's length to each of such individuals.

As part of implementing the Board transition, releases will be provided among the parties related to matters occurring up to the date of the Board transition.

The biographies of the new directors of the Company are set out below:

Ryan E. Cheung

Vancouver, BC, Canada

Mr. Cheung graduated with a Bachelor of Commerce in International Business in 2002 from the University of Victoria, and has been an active member of the Institute of Chartered Accountants of British Columbia since January 2008. Mr. Cheung spent several years, from September 2003 to May 2008, in public accounting practice providing assurance, tax and business advisory services. In September 2008, he founded Midland Chartered Accountants Ltd. in Vancouver, B.C. He is currently is serving as a director of AMI Resources Inc. since April 30 2009, Midasco Capital Corp. since March 10, 2009, Chief Financial Officer for Shamrock Enterprises Inc. since 2010 and for Jet Gold Corp. since May 3, 2012.

Robert Campbell

Wilmington, North Carolina, USA

Mr. Campbell is a Certified Public Accountant with the State of New York and is currently the CFO of Bannon Hospitality, LLC, a company that manages a chain of restaurants. He has over 20 years of experience in senior management positions in the fields of accounting and finance. Prior to Bannon Hospitality, LLC, Mr. Campbell was the CFO of Fursa Alternative Strategies, LLC, a hedge fund in New York. He began his career in public accounting, most recently as a Manager at Grant Thornton LLP. Mr. Campbell graduated from the State University of New York at Albany with a Bachelor of Science in Accounting and a minor in Economics.

The TSX Venture Exchange has in no way passed upon the merits of and has neither approved nor disapproved the contents of this press release.

On behalf of the Board of Directors of

XEMPLAR ENERGY CORP.

"Ron Mitchell"
Chairman and Director

Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

Certain statements contained in this press release may include forward-looking information with respect to the Company's operations and future financial results. Such statements are based on current expectations, are subject to a number of uncertainties and risks, and actual results may differ materially from those contained in such statements. Further information can be found in the disclosure documents filed by the Company at www.sedar.com.

SCHEDULE "B"

NON-DISPARAGEMENT COVENANT

TO: **[Fursa Master Global Event Driven Fund LP, William F. Harley III and Simon Tam]** or **[Gerald A. Pallotta, Ronald Mitchell, Pallotta & Associates Development, Inc. and Blackrock Capital]** (the "Specified Persons")

WHEREAS Xemplar Energy Corp. ("**Xemplar**") and Fursa Master Global Fund LP ("**Fursa**"), among others, entered into a resolution agreement (the "**Resolution Agreement**") dated as of December 14, 2012;

AND WHEREAS capitalized terms used herein that are not otherwise defined have the meanings ascribed thereto in the Resolution Agreement;

AND WHEREAS it is a term of the Resolution Agreement that none of Xemplar, Fursa, Harley and/or Tam, on the one hand, nor the Departing Directors and/or the Executive Consultants, on the other hand, will make any adverse, negative or disparaging public or non-public statements regarding the other as relates to Xemplar or the circumstances leading up to the Meeting, except as may be required by governmental authority or applicable law and with reasonable notice provided to the affected party if such notice may reasonably be provided;

NOW THEREFORE IN CONSIDERATION of the covenants and matters set forth in the Resolution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The undersigned hereby covenants and agrees that: following the execution of the Resolution Agreement, the undersigned will not make any adverse, negative or disparaging public or non-public statements regarding any Specified Person as relates to Xemplar or the circumstances leading up to the Meeting, except as may be required by governmental authority or applicable law and with reasonable notice provided to the Specified Person if such notice may reasonably be provided.

DATED the 14th day of December, 2012.

____

<u>**SCHEDULE "C"**</u>

<u>**FULL AND FINAL RELEASE**</u>

WHEREAS Xemplar Energy Corp. ("**Xemplar**") and Fursa Global Event Driven Fund LP ("**Fursa**"), among others, entered into a resolution agreement (the "**Resolution Agreement**") dated as of December 14, 2012;

AND WHEREAS capitalized terms used herein that are not otherwise defined have the meanings ascribed thereto in the Resolution Agreement;

AND WHEREAS it is a term of the Resolution Agreement that Fursa and William F. Harley III execute a release in favour of **[name of Departing Director]** (the "**Releasee**").

IN CONSIDERATION of the resignation of the Releasee as director and/or officer of Xemplar and for good and valuable consideration, including that set out in the Resolution Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Fursa and Harley and their respective heirs, executor, legal personal representatives, successors and assigns, as the case may be, (collectively the "**Releasors**"), hereby irrevocably and unconditionally release and forever discharge the Releasee, including his heirs, executors, administrators and legal personal representatives, of and from any and all manner of actions, causes of action, suits, demands, debts, accounts, covenants, contracts, damages, liabilities, and all other claims of any and every kind and nature whatsoever at law or in equity which the Releasors ever had, now have or may in the future have against the Releasee for or by reason of any cause, matter or thing relating to the Releasee's involvement with and/or tenure as an officer, director and/or consultant of Xemplar and/or any of its subsidiaries or relating to the Meeting or any public statements made in connection with the Meeting, existing up to and including the date of this release, whether known or unknown, provided that this release shall not apply in respect of any conduct whereby the Releasee acted fraudulently.

2. The Releasors hereby represent, warrant and covenant that they have not transferred or assigned and will not transfer or assign to any other person or entity any of the actions, causes of action, suits, demands, liabilities, debts, accounts, covenants, contracts, damages and other claims which they are releasing herein.

3. The Releasors hereby covenant and agree not to make any claim or demand or institute any proceedings against any third party which might claim contribution, indemnity or other relief over or against the Releasee in respect of any of the matters herein released.

4. The Releasors hereby covenant and agree not to instigate, join, assist and/or act in concert in any manner whatsoever with any person, firm or corporation in the making of any claim, action, demand or proceeding against the Releasee, including without limitation any oppression or derivative action, arising out of or in relation to matters herein released; provided that nothing in the foregoing shall prevent the Releasors from taking any action they are obliged by applicable law to take or responding to any regulatory enquiry or proceeding involving Xemplar or the Releasors.

5. Notwithstanding any other provision herein, nothing in this release shall alter or affect the rights and obligations of any party under the Resolution Agreement or any other agreement or document delivered pursuant thereto.
6. This release may be executed in one or more counterparts, each of which when so executed shall constitute an original and both of which together shall constitute one and the same agreement.

DATED the 14th day of December, 2012.

FURSA MASTER GLOBAL EVENT DRIVEN FUND LP by its General Partner, WILLIAM F. HARLEY III

By: ______________________________

Name:

Title:

SIGNED, SEALED & DELIVERED
In the presence of :

____
Witness
Name:

____
William F. Harley III

SCHEDULE "D"

FULL AND FINAL RELEASE

WHEREAS Xemplar Energy Corp. ("**Xemplar**") and Fursa Global Event Driven Fund LP ("**Fursa**"), among others, entered into a resolution agreement (the "**Resolution Agreement**") dated as of December 14, 2012;

AND WHEREAS capitalized terms used herein that are not otherwise defined have the meanings ascribed thereto in the Resolution Agreement;

AND WHEREAS it is a term of the Resolution Agreement that Gerald A. Pallotta and Ronald Mitchell execute a release in favour of each of the Fursa and William F. Harley III (the "**Releasees**").

IN CONSIDERATION of the terms of the Resolution Agreement and for good and valuable consideration, including that set out in the Resolution Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Gerald A. Pallotta and Ronald Mitchell and their successors, assigns, heirs, executors, administrators and legal personal representatives (the "**Releasor**") hereby irrevocably and unconditionally releases and forever discharges the Releasees, including their successors and assigns, of and from any and all manner of actions, causes of action, suits, demands, debts, accounts, covenants, contracts, damages, liabilities, and all other claims of any and every kind and nature whatsoever at law or in equity which the Releasor ever had, now has or may in the future have against the Releasees for or by reason of any cause, matter or thing relating to the Releasees' involvement with Xemplar and/or any of its subsidiaries or relating to the Meeting or any public statements made in connection with the Meeting, existing up to and including the date of this release, whether known or unknown, provided that this release shall not apply in respect of any conduct whereby the Releasee acted fraudulently.

2. The Releasor hereby represents, warrants and covenants that he has not transferred or assigned and will not transfer or assign to any other person or entity any of the actions, causes of action, suits, demands, liabilities, debts, accounts, covenants, contracts, damages and other claims which he is releasing herein.

3. The Releasor hereby covenants and agrees not to make any claim or demand or institute any proceedings against any third party which might claim contribution, indemnity or other relief over or against the Releasees in respect of any of the matters herein released.

4. The Releasor hereby covenants and agrees not to instigate, join, assist and/or act in concert in any manner whatsoever with any person, firm or corporation in the making of any claim, action, demand or proceeding against the Releasees, including without limitation any oppression or derivative action, arising out of or in relation to matters herein released; provided that nothing in the foregoing shall prevent the Releasor from taking any action they are obliged by applicable law to take or responding to any regulatory enquiry or proceeding involving Xemplar or the Releasor.

5. Notwithstanding any other provision herein, nothing in this release shall alter or affect the rights and obligations of any party under the Resolution Agreement or any other agreement or document delivered pursuant thereto.

[signature page follows]

DATED the 14th day of December, 2012.

SIGNED, SEALED & DELIVERED
In the presence of :

____
[Name of Departing Director]

____
Witness
Name:

SCHEDULE "E"

FULL AND FINAL RELEASE

WHEREAS Xemplar Energy Corp. ("**Xemplar**") and Fursa Master Global Event Driven Fund LP ("**Fursa**"), among others, entered into a resolution agreement (the "**Resolution Agreement**") dated as of December 14, 2012;

AND WHEREAS capitalized terms used herein that are not otherwise defined have the meanings ascribed thereto in the Resolution Agreement;

AND WHEREAS it is a term of the Resolution Agreement that Xemplar execute a release in favour of **[name of each Departing Director and Fursa]** (the "**Releasee**").

IN CONSIDERATION of the resignation of the Releasee as director and/or officer of Xemplar and for good and valuable consideration, including that set out in the Resolution Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Xemplar and its subsidiaries and their respective successors and assigns (collectively the "**Releasors**"), hereby irrevocably and unconditionally release and forever discharge the Releasee, including his heirs, executors, administrators and legal personal representatives, of and from any and all manner of actions, causes of action, suits, demands, debts, accounts, covenants, contracts, damages, liabilities, and all other claims of any and every kind and nature whatsoever at law or in equity which the Releasors ever had, now have or may in the future have against the Releasee for or by reason of any cause, matter or thing relating to the Releasee's involvement with and/or tenure as an officer, director and/or consultant of Xemplar and/or any of its subsidiaries, existing up to and including the date of this release, whether known or unknown, provided that this release shall not apply in respect of any conduct whereby the Releasee acted fraudulently or in respect of any conduct not previously publicly disclosed by Xemplar whereby the Releasee acted dishonestly or participated in any illegal acts.

2. The Releasors hereby represent, warrant and covenant that they have not transferred or assigned and will not transfer or assign to any other person or entity any of the actions, causes of action, suits, demands, liabilities, debts, accounts, covenants, contracts, damages and other claims which they are releasing herein.

3. The Releasors hereby covenant and agree not to make any claim or demand or institute any proceedings against any third party which might claim contribution, indemnity or other relief over or against the Releasee in respect of any of the matters herein released.

4. The Releasors hereby covenant and agree not to instigate, join, assist and/or act in concert in any manner whatsoever with any person, firm or corporation in the making of any claim, action, demand or proceeding against the Releasee, including without limitation any oppression or derivative action, arising out of or in relation to matters herein released; provided that nothing in the foregoing shall prevent the Releasors from taking any action they are obliged by applicable law to take or in responding to any regulatory enquiry or proceeding involving Xemplar.

5. Notwithstanding any other provision herein, nothing in this release shall alter or affect the rights and obligations of any party under the Resolution Agreement or any other agreement or document delivered pursuant thereto.
6. This release may be executed in one or more counterparts, each of which when so executed shall constitute an original and both of which together shall constitute one and the same agreement.

DATED the 14th day of December, 2012.

XEMPLAR ENERGY CORP.

By: ______________________________

Name:

Title:

SCHEDULE "F"

FULL AND FINAL RELEASE

WHEREAS Xemplar Energy Corp. ("**Xemplar**") and Fursa Master Global Event Driven Fund LP ("**Fursa**"), among others, entered into a resolution agreement (the "**Resolution Agreement**") dated as of December 14, 2012;

AND WHEREAS capitalized terms used herein that are not otherwise defined have the meanings ascribed thereto in the Resolution Agreement;

AND WHEREAS it is a term of the Resolution Agreement that **[name of Departing Director and Fursa]** execute a release in favour of Xemplar and its subsidiaries and affiliates (the "**Releasee**").

IN CONSIDERATION of the resignation of the terms of the Resolution Agreement and for good and valuable consideration, including that set out in the Resolution Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. **[name of Departing Director]** and his successors, assigns, heirs, executors, administrators and legal personal representatives (the "**Releasor**"), hereby irrevocably and unconditionally releases and forever discharges the Releasee, including its successors and assigns, of and from any and all manner of actions, causes of action, suits, demands, debts, accounts, covenants, contracts, damages, liabilities, and all other claims of any and every kind and nature whatsoever at law or in equity which the Releasor ever had, now has or may in the future have against the Releasee for or by reason of any cause, matter or thing relating to the Releasor's involvement with and/or tenure as an officer and/or director of Xemplar and/or any of its subsidiaries, existing up to and including the date of this release, whether known or unknown, **[provided that this release shall not apply in respect of any right to claim indemnification with respect to the Releasor's tenure as a director or officer of Xemplar in accordance with the provisions of the articles of Xemplar, under any indemnification agreement, directors and officers insurance, or at law,] [and further provided for greater certainty that this release shall not apply in respect of the covenant of Xemplar in section 4 of the Resolution Agreement]**.
2. The Releasor hereby represents, warrants and covenants that he has not transferred or assigned and will not transfer or assign to any other person or entity any of the actions, causes of action, suits, demands, liabilities, debts, accounts, covenants, contracts, damages and other claims which he is releasing herein.
3. The Releasor hereby covenants and agrees not to make any claim or demand or institute any proceedings against any third party which might claim contribution, indemnity or other relief over or against the Releasee in respect of any of the matters herein released.
4. Notwithstanding any other provision herein, nothing in this release shall alter or affect the rights and obligations of any party under the Resolution Agreement or any other agreement or document delivered pursuant thereto.