Form 51-102F3

MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

Primary Petroleum Corporation
("Primary" or the "Company")
Suite 800 – 744 Fourth Avenue S.W.
Calgary, AB T2P 3T4

Item 2 Date of Material Change

December 17, 2010

Item 3 News Release

The Company's news release was disseminated by Stockwatch on December 17, 2010.

Item 4 Summary of Material Change

Primary, through its wholly owned subsidiary, Primary Petroleum Company, LLC, has entered into a Joint Venture Agreement with Nextraction Energy Corp. whereby Nextraction can earn an interest in Primary's Saturn Prospect in Montana.

Item 5 Full Description of Material Change

Primary announced that through its wholly owned subsidiary, Primary Petroleum Company, LLC, it has entered into a Seismic and Farmout Agreement with Nextraction Energy Corp.(TSX-V:NE) whereby Nextraction can earn an interest in Primary's 20,000 acre Saturn Prospect located in Daniels County, Montana, on a drill to earn basis. The property hosts the highly prospective Mission Canyon, McGowan, Bakken and Three Fork formations. Nextraction will earn its interests in exchange for funding a 3-D seismic program and the completion of wells to exploit these formations.

The target of the initial phase of the Joint Venture is the western Bakken fairway of the Williston Basin in northeastern Montana. The Williston Basin is a productive basin in Montana and Saskatchewan, Horizontal drilling for oil on the Bakken formation in Montana, North Dakota and Saskatchewan has opened up new potential for large scale oil reserves.

Terms under the agreement include:

1. The Joint Venture will shoot a 15,000 acre (approx 23 sq. mi.) 3-D seismic program whereby Nextraction funds 75% and Primary funds 25% of the data collection costs. Costs to Nextraction are estimated at $800,000 - $900,000 to conduct the seismic program.

2. Nextraction will operate the project and immediately drill a vertical well to test and core the prospect formations by April 15, 2011. Prior to commencing the well, Primary will have the option to participate as a 25% interest owner. Should Primary participate in the drilling of the well, the before payout interests will be shared 75% by Nextraction and 25% by Primary; after payout interests will be shared 52.5% by Nextraction and 47.5% by Primary. If Primary does not participate in the well, Nextraction will own 100% before payout and 70% after payout, subject only to an overriding royalty to Primary until payout and with Primary owning a 30% interest after payout.

3. Upon rig release of the first test well and within 90 days Nextraction will commit to drilling either two verticals or one horizontal well. Earning terms are identical to the first well.

4. Nextraction will earn (a) the spacing unit drilled; (b) a 70% interest in the 640 acre section containing the spacing unit; (c) one adjacent 640 acre section for each vertical well drilled (d) a 70% interest in the 640 acre section which contains the spacing unit and (e) three adjacent 640 acre sections for each horizontal well drilled under earning terms identical to the first well

5. Nextraction then has the option to invest an additional $10 million dollars in net drilling capital over the next two years to develop the Saturn Prospect and by doing so will earn a 50% interest in the remaining portions of the 20,000 acre Saturn lease block, as well as the opportunity to participate with Primary in other opportunities.

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

Mike Marrandino, President and Chief Executive Officer at (403) 262-3132

Item 9 Date of Report

December 20, 2010