

THIS LETTER OF TRANSMITTAL IS FOR USE ONLY IN CONJUNCTION WITH THE PLAN OF ARRANGEMENT INVOLVING, AMONG OTHERS: (A) PETRUS RESOURCES LTD.; (B) PHOSCAN CHEMICAL CORP.; (C) PETRUS ACQUISITION CORP.; (D) FOX RIVER RESOURCES CORPORATION (FORMERLY 9508309 CANADA INC.); (E) HOLDERS OF COMMON SHARES OF PHOSCAN; AND (F) HOLDERS OF COMMON SHARES OF PETRUS.

THIS LETTER OF TRANSMITTAL MUST BE VALIDLY COMPLETED, DULY EXECUTED AND RETURNED TO THE DEPOSITARY. IT IS IMPORTANT THAT YOU VALIDLY COMPLETE, DULY EXECUTE AND RETURN THIS LETTER OF TRANSMITTAL IN A TIMELY BASIS IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN. THE DEPOSITARY OR YOUR BROKER OR OTHER FINANCIAL ADVISOR CAN ASSIST YOU IN COMPLETING THIS LETTER OF TRANSMITTAL.



**LETTER OF TRANSMITTAL
FOR SHAREHOLDERS OF PETRUS RESOURCES LTD.**

Please read the Instructions set out below carefully before completing this Letter of Transmittal.

**TO: PETRUS RESOURCES LTD.
AND TO: PETRUS ACQUISITION CORP.
AND TO: COMPUTERSHARE INVESTOR SERVICES INC. (THE "DEPOSITARY")**

This letter of transmittal (the "**Letter of Transmittal**") is for use by registered holders of common shares (the "**Petrus Shares**") of Petrus Resources Ltd. ("**Petrus**") in connection with the proposed plan of arrangement (the "**Arrangement**" or the "**Plan of Arrangement**") involving, among others, Petrus, Petrus Acquisition Corp., which shall be renamed "Petrus Resources Ltd." following the completion of the Arrangement ("**New Petrus**"), and the holders of Petrus Shares (the "**Petrus Shareholders**"), all as more particularly described in the accompanying information circular and proxy statement of Petrus dated December 18, 2015 (the "**Information Circular**"). A copy of the Arrangement Agreement and the Plan of Arrangement can be found in the Information Circular. **Capitalized terms used but not defined in this Letter of Transmittal shall have the respective meanings given to them in the Information Circular.**

For registered holders of Petrus Shares, the Depositary or your broker or other financial advisor can assist you in completing this Letter of Transmittal (see back page of this document for addresses and telephone numbers of the Depositary). In order for Petrus Shareholders to receive New Petrus Shares, such Petrus Shareholders are required to deposit with the Depositary a properly completed and duly executed Letter of Transmittal, along with the certificates representing Petrus Shares held by them and any other documents required by the Depositary.

Non-registered holders whose Petrus Shares are registered in the name of a broker, dealer, bank, trust company or other nominee should immediately contact such registered holder for assistance with depositing and exchanging their Petrus Shares.

Pursuant to the Arrangement, Petrus Shareholders will receive 0.25 common shares of New Petrus ("**New Petrus Shares**") for each Petrus Share held on the Effective Date, reflecting a notional 4 to 1 consolidation of the Petrus Shares.

Please complete each of the steps set out below in order. Please carefully read the Instructions set out below before completing this Letter of Transmittal.

STEP 2: PROVIDE REGISTRATION AND DELIVERY INSTRUCTIONS

The Depository, Petrus and New Petrus are hereby authorized and directed to cause the New Petrus Certificate(s) to which the registered Petrus Shareholder is entitled to receive pursuant to and in accordance with the terms of the Arrangement to be registered in the name of the undersigned (unless alternative registration is provided in the manner set forth below), which shall be sent by first class mail to the address specified or held for pick up, if so indicated.

BOX A
REGISTRATION INSTRUCTIONS
(See Instruction 3 on Page 7)

To be completed only if the New Petrus Certificates are **NOT** to be registered in the name of the undersigned. If this box is completed, the signature must be guaranteed.

Issue the New Petrus Certificate(s) as follows:

In the Name of _____
(please print)

Address: _____

(include postal or zip code)

BOX B
SPECIAL DELIVERY INSTRUCTIONS
(See Instruction 3 on Page 7)

To be completed only if the New Petrus Certificates are to be sent to a name or an address other than the name and address of the undersigned on the register of Petrus Shareholders maintained by the transfer agent of Petrus. If this box is completed, the signature must be guaranteed.

Deliver the New Petrus Certificate(s) to the name and address specified below (unless BOX C is checked):

In the Name of _____
(please print)

Address: _____

(include postal or zip code)

BOX C
HOLD FOR PICK-UP

Check here if the New Petrus Certificate(s) is to be held for pick-up (other than mailed) at the office of the Depository at which this Letter of Transmittal is deposited.

BOX D
RESIDENCY

Check here if the undersigned is **NOT** a Non-Resident as defined below in paragraph 14 of Step 3 of this Letter of Transmittal.

NOTE: If the undersigned fails to check this BOX D the undersigned shall be deemed to be a Non-Resident.

**STEP 3: GIVE THE FOLLOWING REPRESENTATIONS, WARRANTIES,
ACKNOWLEDGEMENTS AND COVENANTS**

The undersigned:

1. acknowledges receipt of the Information Circular;
2. represents and warrants that: (a) the undersigned has full power and authority to deposit, sell, assign and transfer the Petrus Shares being deposited and has not sold, assigned or transferred or agreed to sell, assign or transfer any of such Petrus Shares being deposited to any other person; (b) the undersigned owns and has good title to all of the Petrus Shares being deposited, within the meaning of applicable securities laws, free and clear of all mortgages, liens, restrictions, charges, encumbrances, security interests, claims and equities whatsoever; (c) the undersigned has full power and authority to execute and deliver this Letter of Transmittal; and (d) all information inserted into this Letter of Transmittal is true, accurate and complete as of the date hereof;
3. as at the Effective Time, revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Petrus Shares being deposited and agrees that, except as provided herein, no subsequent authority, other than a proxy granted for use at the Petrus Meeting, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Petrus Shares being deposited, by or on behalf of the undersigned;
4. irrevocably constitutes and appoints each director and officer of Petrus and any other person designated by Petrus in writing, the true and lawful agent and attorney of the Petrus Shares in the name of and on behalf of the undersigned, and to do such acts or take such actions with respect to the exchange of such Petrus Shares for New Petrus Shares in accordance with the Arrangement (such power of attorney being deemed to be an irrevocable power coupled with an interest);
5. acknowledges that if the Arrangement is approved at the Petrus Meeting, including any adjournment thereof, unless the Arrangement is not subsequently completed, the deposit of Petrus Shares pursuant to this Letter of Transmittal is irrevocable;
6. directs the Depositary to issue or cause to be issued the New Petrus Shares to which the undersigned is entitled on completion of the Arrangement in the name indicated below and to send the New Petrus Shares to the address, or hold the same for pickup, as indicated in this Letter of Transmittal, unless otherwise indicated under the Registration Instructions or Special Delivery Instructions on page 3 hereof;
7. covenants and agrees to execute, upon request, any additional documents, transfers and other assurances as may be necessary or desirable to complete the exchange of certificate(s) representing Petrus Shares for certificate(s) representing the New Petrus Shares;
8. acknowledges that all authority conferred, or agreed to be conferred by the undersigned herein may be exercised during any subsequent legal incapacity of the undersigned and shall survive the death, incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon any heirs, personal representatives, successors and assigns of the undersigned;
9. by virtue of the execution of this Letter of Transmittal, shall be deemed to have agreed that all questions as to validity, form, eligibility (including timely receipt) and acceptance of any Petrus Shares deposited pursuant to the Arrangement will be determined by Petrus and the Depositary in their sole discretion and that such determination shall be final and binding and acknowledges that there shall be no duty or obligation on Petrus, the Depositary or any other person to give notice of any defect or irregularity in any deposit and no liability shall be incurred by any of them for failure to give such notice;
10. acknowledges that Petrus or New Petrus may be required to disclose certain personal information in respect of the undersigned. The personal information of the undersigned may be disclosed by Petrus or New Petrus to, and may be used by: (i) stock exchanges or securities regulatory authorities, (ii) Computershare Investor Services Inc., (iii) relevant taxing authorities; (iv) any of the other parties involved in the Arrangement; and (v) legal counsel to any of the parties of the Arrangement;
11. acknowledges that the covenants, representations and warranties of the undersigned herein contained shall survive the completion of the Arrangement;

12. acknowledges that the New Petrus Shares that might otherwise be issued to the undersigned will be rounded pursuant to the terms of the Plan of Arrangement;
13. declares that the undersigned: (a) is not acting for the account or benefit of a person from any jurisdiction outside of Canada in which the Arrangement would not be in compliance with the laws of such jurisdiction; and (b) is not in, or delivering this Letter of Transmittal from, any such jurisdiction; and
14. represents and warrants that the undersigned is not a "**Non-Resident**" (defined as an Petrus Shareholder who: (i) is not and is not deemed to be a resident of Canada for purposes of the *Income Tax Act* (Canada) (the "**Tax Act**"); or (ii) is a partnership that is not a Canadian partnership for purposes of the Tax Act), or, if the undersigned is a Non-Resident (which will be deemed to be the case in the absence of checking Box D above) it acknowledges and agrees that, Petrus shall withhold New Petrus Shares totalling 50% of the total consideration to which such Non-Resident is otherwise entitled under the Plan of Arrangement, and if a Clearance Certificate (with a Certificate Limit that equals or exceeds the aggregate proceeds of disposition for such Non-Resident) is not received from such Non-Resident prior to the 25th day of the month following the month in which the Effective Time shall have occurred, New Petrus will remit 25% of the value of the New Petrus Shares issuable to such Non-Resident pursuant to the Arrangement to the Receiver General of Canada, and may sell such number of withheld New Petrus Shares as necessary to make such remittance. Notwithstanding the above, New Petrus may continue to hold and not sell the New Petrus Shares withheld on behalf of a Non-Resident, beyond the 25th day of the month following the month during which the Effective Time occurred, in the event that a Non-Resident presents New Petrus with confirmation satisfactory to New Petrus from the Canada Revenue Agency (the "**CRA**") indicating that New Petrus is not required to remit proceeds on behalf of the Non-Resident until such time as the CRA completes its review of the Non-Resident's application for a Clearance Certificate. In the event that a Non-Resident presents a Clearance Certificate as contemplated herein, New Petrus will release the withheld New Petrus Shares to such Non-Resident, unless the Certificate Limit is less than the aggregate proceeds of disposition of such Non-Resident. In the event that the Certificate Limit is less than the aggregate proceeds of disposition, New Petrus will remit to the Receiver General of Canada 25% of the amount by which the value of the New Petrus Shares issuable to such Non-Resident pursuant to the Arrangement exceeds the Certificate Limit, and shall sell such number of withheld New Petrus Shares as necessary to make such remittance. Following such remittance, New Petrus will release the remainder of the withheld New Petrus Shares, if any, to the Non-Resident.

STEP 4: COMPLETE AND SIGN AS INDICATED

Dated: _____

Authorized Signature of Guarantor (if required
under items 3 or 4 of the instructions)

Signature of Petrus Shareholder or Authorized
Representative (see items 3 and 5 of the
instructions)

Name of Guarantor (please print or type)

Address of Petrus Shareholder

Address of Guarantor (please print or type)

Telephone Number of Petrus Shareholder

Facsimile Number of Petrus Shareholder

Social Insurance Number or U.S. Resident
Taxpayer Identification Number (**must be
provided**)

Name of Petrus Shareholder (please print of type)

Name of Authorized Representative, if applicable
(please print or type)

INSTRUCTIONS

1. Use of Letter of Transmittal

- (a) In order to be eligible to receive New Petrus Shares, this Letter of Transmittal (or a manually executed copy hereof) properly completed and signed as required by the instructions set forth below, together with accompanying Petrus Certificates, if any, and all other required documents must be received by the Depositary at its office specified on the back page of this Letter of Transmittal.
- (b) The method used to deliver this Letter of Transmittal and any accompanying Petrus Certificates and all other required documents is at the option and risk of the person depositing the same, and delivery will be deemed effective only when such documents are actually received by the Depositary at its office specified on the back page of this Letter of Transmittal. It is recommended that the necessary documentation be hand delivered to the Depositary, at its office specified on the back page of this Letter of Transmittal, and a receipt obtained. However, if such documents are mailed, it is recommended that registered mail be used and that proper insurance be obtained and a return receipt requested. **Petrus Shareholders whose Petrus Shares are registered in the name of a nominee should contact their stock broker, investment dealer, bank, trust company or other nominee for assistance in depositing their Petrus Shares.**

2. Joint Tax Election

A Petrus Shareholder who exchanges Petrus Shares for New Petrus Shares may make a joint tax election (a "**Section 85 Election**") with New Petrus pursuant to Section 85 of the Tax Act.

New Petrus will make available on the New Petrus website a pre-signed version of the required Section 85 Election forms prior to 30 days following the Effective Date. A Petrus Shareholder who is required to file a similar provincial election form must provide a signed copy of the duly completed prescribed provincial form of election to New Petrus within 90 days following the Effective Date. Such prescribed provincial election form will be signed by New Petrus and returned to the Petrus Shareholder within 30 days of receipt for filing by the Petrus Shareholder with the applicable provincial authorities.

New Petrus will not be responsible for the proper completion or filing of any Section 85 Election. The Petrus Shareholder will be solely responsible for the proper completion and filing of the Section 85 Election and if applicable, the payment of any late filing penalty.

Petrus Shareholders should consult their own tax advisors in this regard. For additional information regarding the Section 85 Election, please see "*Certain Canadian Federal Income Tax Considerations*" in the Information Circular.

3. Registration and Delivery Instructions

The boxes entitled "*Box A – Registration Instructions*", "*Box B – Delivery Instructions*" and/or "*Box C – Hold for Pick-up*" in Step 2 should be completed if the certificate for New Petrus Shares to be issued pursuant to the Arrangement is to be: (a) issued in the name of a person other than the person signing the Letter of Transmittal; (b) sent to someone other than the person signing the Letter of Transmittal; (c) sent to the person signing the Letter of Transmittal at an address other than that appearing below that person's signature; and/or (d) held for pick-up at the office of the Depositary. See also Instruction 4 "Guarantee of Signatures" below.

In the event that the boxes entitled "Registration Instructions" and "Delivery Instructions", as applicable, are not completed by a holder of Petrus Shares, the certificate(s) representing the New Petrus Shares to be issued to such holder shall be registered in the name of such holder as such name appears on the register of holders of Petrus Shares maintained by Petrus' registrar and transfer agent and shall be delivered to the address otherwise indicated by the holder, or where no such address is indicated, to the holder's latest address appearing on the register of holders of Petrus Shares. Unless otherwise indicated, if the Arrangement is not completed and the Arrangement Agreement is terminated, the undersigned directs the Depositary to return the enclosed certificate(s) in accordance with the instructions in the preceding sentence. See also Instruction 5 "*Guarantee of Signatures*" below.

4. **Signatures**

- (a) This Letter of Transmittal must be completed and signed by the Petrus Shareholder or by such Petrus Shareholder's duly authorized representative (in accordance with Instruction 6 below).
- (b) If this Letter of Transmittal is signed by the registered owner(s) of any accompanying Petrus Certificates, such signature(s) on this Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such Petrus Certificates without any change whatsoever, and the Petrus Certificates need not be endorsed. If such transmitted Petrus Certificates are owned by two or more joint owners, all such owners must sign this Letter of Transmittal.
- (c) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Petrus Shares or if the New Petrus Certificates are to be issued to a person other than the registered holder(s):
 - (i) such deposited Petrus Certificates must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and
 - (ii) the signature(s) on such endorsement or power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the Petrus Certificates and must be guaranteed as noted in Instruction 5 below.

5. **Guarantee of Signatures**

If this Letter of Transmittal is executed by a person other than the registered owner(s) of the Petrus Shares, if the certificate(s) representing New Petrus Shares to be issued are to be registered in a name other than the name of the registered owner(s) of the Petrus Shares or sent to an address other than the address of the registered owner(s) as shown on the register of Petrus Shareholders, such signature must be guaranteed by an Eligible Institution, or in some other manner satisfactory to the Depository (except that no guarantee is required if the signature is that of an Eligible Institution).

An "Eligible Institution" means a Canadian Schedule 1 chartered bank, a member of the Securities Transfer Agent Medallion Program ("**STAMP**"), a member of the Stock Exchanges Medallion Program ("**SEMP**") or a member of the New York Stock Exchange Inc. Medallion Signature Program ("**MSP**"). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

6. **Fiduciaries, Representatives and Authorizations**

Where this Letter of Transmittal or any certificate or share transfer or power of attorney is executed by a person as an executor, administrator, trustee, guardian, attorney-in-fact, or agent or on behalf of a corporation, partnership or association or is executed by any other person acting in a fiduciary or representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. Either Petrus, New Petrus or the Depository, at their sole discretion, may require additional evidence of authority or additional documentation.

7. **Miscellaneous**

- (a) If the space on this Letter of Transmittal is insufficient to list all Petrus Certificates, additional certificate numbers and the number of Petrus Shares represented thereby may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) If Petrus Shares are registered in different forms (e.g. "John Doe" and "J. Doe"), a separate Letter of Transmittal should be signed for each different registration.
- (c) No alternative, conditional or contingent deposits will be accepted. All depositing Petrus Shareholders by execution of this Letter of Transmittal (or a copy thereof) waive any right to receive any notice by the Depository.

- (d) The holder of the Petrus Shares that are the subject of this Letter of Transmittal hereby unconditionally and irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta and the courts of appeal therefrom.
- (e) Additional copies of the Letter of Transmittal may be obtained on request and without charge from the Depository at any of their offices at the addresses listed on the back page of this document.

8. **Lost Certificates**

If a Petrus Certificate has been lost or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depository. The Depository will forward such letter to Petrus so that Petrus may provide replacement instructions. The replacement certificate must be received by the Depository prior to issuing the New Petrus Shares.

9. **Fractional Shares**

No certificates representing fractional New Petrus Shares shall be issued under the Arrangement. In lieu of any fractional shares, Petrus Shareholders otherwise entitled to a fractional interest in a New Petrus Share will receive the nearest whole number of such share. For the avoidance of doubt, where such fractional interest is greater than or equal to 0.5, the number of shares to be issued will be rounded up to the nearest whole number and where such fractional interest is less than 0.5, the number of shares to be issued will be rounded down to the nearest whole number. In calculating such fractional interests, all Petrus Shares registered in the name of or beneficially held by such Petrus Shareholder or their nominee shall be aggregated.

10. **Cessation of Rights**

Any certificate formerly representing Petrus Shares not duly surrendered on or before the last Business Day prior to the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former Petrus Shareholder of any kind or nature against Petrus or New Petrus, or their respective successors. On such date, all consideration and other property to which such former Petrus Shareholder was entitled shall be deemed to have been surrendered to Petrus or New Petrus, or their respective successors, as applicable.

11. **Privacy Notice**

Computershare is committed to protecting your personal information. In the course of providing services to you and our corporate clients, we receive non-public personal information about you - from transactions we perform for you, forms you send us, other communications we have with you or your representatives, etc. This information could include your name, address, social insurance number, securities holdings and other financial information. We use this to administer your account, to better serve your and our clients' needs and for other lawful purposes relating to our services. Some of your information may be transferred to servicers in the U.S.A. for data processing and/or storage. We have prepared a Privacy Code to tell you more about our information practices, how your privacy is protected and how to contact our Chief Privacy Officer. It is available at our website, www.computershare.com, or by writing us at 100 University Avenue, Toronto, Ontario, M5J 2Y1. Computershare will use the information you are providing in order to process your request and will treat your signature(s) as your consent to us so doing.

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Offices of the Depositary

COMPUTERSHARE INVESTOR SERVICES INC.

By Mail:

P.O. Box 7021
31 Adelaide St. E.
Toronto, Ontario
M5C 3H2

Attention: Corporate Actions

By Registered Mail, Hand or by Courier:

Toronto

100 University Avenue
8th Floor
Toronto, Ontario, M5J 2Y1

Attention: Corporate Actions

Calgary

#600, 530-8th Avenue S.W.
Calgary, Alberta
T2P 3S8

Attention: Corporate Actions

Inquiries:

North America Toll Free: 1-800-564-6253
Outside North America: 1-514-982-7555

E-Mail: corporateactions@computershare.com

Offices of Petrus

Cheree Stephenson, Chief Financial Officer
Phone: 403.930.0891

E-Mail: cstephenson@petrusresources.com

Any questions and requests for assistance may be directed by Petrus Shareholders to the Depositary at the telephone numbers, email address and locations set out above.