

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (the "**Agreement**") is made the 24th day of April, 2013.

BETWEEN:

KULCZYK INVESTMENTS S.A., a corporation existing under the laws of Luxembourg (hereinafter called the "**Holder**"),

- and -

WINSTAR RESOURCES LTD., a corporation existing under the laws of the Province of Alberta, (hereinafter called "**Winstar**"),

WHEREAS the Holder is the owner of, or has the power to control or direct, the common shares (the "**Subject Shares**") of Kulczyk Oil Ventures Inc. (the "**Company**") and the amended and restated loan agreement dated December 11, 2012 between the Company, as the borrower, and the Holder, as the lender (the "**KI Loan**" and collectively with the Subject Shares, the "**Subject Securities**") listed in Schedule "A" hereto. For greater certainty, the term "Subject Securities" shall include any Company Shares (as defined below) issuable upon the conversion of the KI Loan or other securities which the Subject Securities may be exercised, converted into or exchanged for;

AND WHEREAS Winstar is concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company and the Holder which provides for, among other things, the Company and the Holder, together with a consortium of investors led by the Holder (the "**Consortium**") acquiring all of the issued and outstanding common shares (the "**Shares**") in the capital of Winstar by way of an arrangement under the provisions of the *Business Corporations Act* (Alberta) (the "**Transaction**") pursuant to which the holders of the Shares shall be entitled to receive, at their election or deemed election, in exchange for each Share held, either:

- (a) \$2.50 in cash from the Consortium, provided that the aggregate amount of cash paid to holders of the Shares in exchange for their Shares will be limited to the \$35,000,000 in cash available from the Consortium; or
- (b) 7.555 common shares (the "**Company Shares**") in the capital of the Company from the Company.

AND WHEREAS it is a condition to the completion of the Transaction that the Company change its name to "Serinus Energy Inc." (the "**Name Change**") and consolidate the Company Shares on a ten-to-one basis (the "**Consolidation**");

AND WHEREAS the Company intends to call a meeting of the holders of the Company Shares to consider the Name Change and the Consolidation (the "**Company Meeting**");

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, (1) to vote or cause to be voted the Subject Securities in favour

of the Name Change and the Consolidation and (2) to abide by the restrictions and covenants set forth herein;

AND WHEREAS Winstar is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with Winstar's execution and delivery of the Arrangement Agreement:

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement.
- 1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended or modified from time to time subsequent to the date hereof.

ARTICLE 2 CERTAIN COVENANTS OF THE HOLDER

- 2.1 The Holder hereby covenants and irrevocably agrees that it shall, from the date hereof until the earlier of (i) the termination of this Agreement pursuant to Article 6 and (ii) the Effective Date:
 - (a) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may convert the KI Loan in accordance with the terms and subject to the conditions of the Arrangement Agreement;
 - (b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Securities for any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Name Change and Consolidation at any meeting of the shareholders of the Company called for the purpose of considering same; and
 - (c) not do indirectly that which it may not do directly by the terms of this Article 2.
- 2.2 The Holder irrevocably and unconditionally consents to the details of this Agreement being set out in the Company Information Circular and this Agreement being made publicly available, including by filing on SEDAR. Otherwise, each party hereto shall consult with the other parties before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be

mutually satisfactory to all parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

- 2.3 If the Holder acquires any additional Company Shares following the date hereof, the Holder acknowledges that such additional Company Shares shall be deemed to be Subject Securities for purposes of this Agreement and the Holder shall abide by the terms of this Agreement in respect of such Company Shares.

ARTICLE 3 AGREEMENT TO VOTE

- 3.1 The Holder hereby irrevocably and unconditionally covenants and agrees that from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement:
- (a) to vote or to cause to be voted the Subject Securities at the Company Meeting (or any adjournment or postponement thereof) in favour of the Name Change and Consolidation and any other matter that could reasonably be expected to facilitate the Name Change and Consolidation;
 - (b) to vote or cause to be voted the Subject Securities against any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Name Change and Consolidation at any meeting of the shareholders of the Company called for the purpose of considering same;
 - (c) if the Holder is the holder of record of the Subject Securities, no later than five (5) Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered to the Company, with a copy to Winstar concurrently, a duly executed proxy or proxies in respect of such Subject Securities directing the holder of such proxy or proxies to vote in favour of the Name Change and Consolidation and/or any matter that could reasonably be expected to facilitate the Transaction;
 - (d) if the Holder is the beneficial owner of the Subject Securities, no later than ten (10) Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Securities (provided that if the Holder is a non-objecting beneficial owner, such voting instructions shall be delivered directly to the Company), with a copy to Winstar concurrently, instructing that the Subject Securities, be voted at the Company Meeting in favour of the Name Change and Consolidation and/or any matter that could reasonably be expected to facilitate the Transaction; and
 - (e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the management information circular of the

Company delivered in connection with the Company Meeting and shall not be revoked without the written consent of Winstar.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Securities, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Securities, if it duly instructs that the Subject Securities, be voted in the applicable manner.

- 3.2 The Holder irrevocably and unconditionally covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any applicable Laws or otherwise in connection with the Name Change and Consolidation and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate Laws to delay, hinder, upset or challenge the Name Change and Consolidation.
- 3.3 It is acknowledged that nothing herein shall be construed as restricting Dariusz Mioduski and Manoj N. Madnani from fulfilling any of their fiduciary obligations as directors of the Company.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE HOLDER

- 4.1 The Holder represents, warrants and, where applicable, covenants to Winstar as follows and acknowledges that Winstar is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Arrangement Agreement:
- (a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his, her or its obligations under this Agreement;
 - (b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by Winstar, constitutes a legal, valid and binding obligation, enforceable by Winstar against the Holder in accordance with its terms; subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;
 - (c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation of a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;
 - (d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good

and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

- (e) the Holder has the sole right to vote all the Subject Securities;
- (f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except Winstar pursuant to this Agreement;
- (g) the Subject Securities are the only securities of the Company or its subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than (i) an agreement in place between Radwan Investments GmbH ("**Radwan**") and the Holder dated September 15, 2010, which provides that Radwan will vote certain securities of KOV that Radwan holds in accordance with the directions of Holder, and (ii) the KI Loan; and
- (h) there are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Holder, threatened against the Holder or its affiliates that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF WINSTAR

5.1 Winstar represents, warrants and, where applicable, covenants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) Winstar is validly existing under the laws of the Province of Alberta and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and to perform its obligations hereunder and thereunder;
- (b) the execution and delivery of this Agreement by Winstar and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder and thereunder;
- (c) this Agreement has been duly executed and delivered by Winstar and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against Winstar in

accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought; and

- (d) there are no legal proceedings in progress or pending before any Governmental Authority or, to the knowledge of Winstar, threatened against Winstar or its affiliates that would adversely affect in any manner the ability of Winstar to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 6 TERMINATION

- 6.1 This Agreement may be terminated by the Purchaser by notice to the Holder if:
 - (a) the Holder has not complied in all material respects with its covenants to Winstar contained herein;
 - (b) any of the representations and warranties of the Holder contained herein is untrue or inaccurate in any material respect; or
 - (c) there is passed any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited.
- 6.2 This Agreement may be terminated by the Holder by notice to the Purchaser if:
 - (a) Winstar has not complied with its covenants to the Holder contained in this Agreement;
 - (b) any of the representations and warranties of Winstar contained herein is untrue or inaccurate in any material respect; or
 - (c) there is passed any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited.
- 6.3 This Agreement shall automatically terminate:
 - (a) on the Outside Date, if the Effective Date has not occurred by the Outside Date;
 - (b) upon termination of the Arrangement Agreement in accordance with its terms; or
 - (c) at the Effective Time.
- 6.4 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree to terminate this Agreement.
- 6.5 In the case of termination of this Agreement pursuant to Section 6.1, 6.2, 6.3 or 6.4, this Agreement shall terminate and be of no further force or effect. Notwithstanding

anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7 GENERAL

- 7.1 The Holder and Winstar shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.
- 7.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.
- 7.3 Time shall be of the essence of this Agreement.
- 7.4 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

- (a) in the case of the Holder, at the address set forth in Schedule A hereto;
- (b) in the case of Winstar:

Winstar Resources Ltd.
3130, 520 – 3rd Avenue S.W.
Calgary, Alberta T2P 0R3

Attention: Bruce Libin
Facsimile: (403) 205-2722
E-mail: bruce@libincapital.com

at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

- 7.5 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Holder and Winstar each irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
- 7.6 Each of the parties hereto agrees with the others that: (a) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the

provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

- 7.7 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.
- 7.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Lock-Up Agreement as of the date first written above.

WINSTAR RESOURCES LTD.

By: (signed) "Bruce Libin"
Name: Bruce Libin
Title: Chairman

KULCZYK INVESTMENTS S.A.

By: (signed) "Mariusz Nowak"
Name: Mariusz Nowak
Title: Director A

By: (signed) "Richard Brekelmans"
Name: Richard Brekelmans
Title: Director B

SCHEDULE A - SCHEDULE A TO THE LOCKUP AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES

Name	Address	Shares and Type of Securities
Kulczyk Investments S.A.	13-15 Avenue de la Liberte L-1931 Luxembourg, Luxembourg	240,807,193
Kulczyk Investments S.A.	13-15 Avenue de la Liberte L-1931 Luxembourg, Luxembourg	\$12,000,000 principal amount of KI Loan

Details of whether the securities are owned of record or beneficially or otherwise controlled or directed to be included.