

LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL TITLE NUMBER
0013 973 144 4;6;48;5;SW 222 051 873 +3

0013 973 152 4;6;48;5;SE

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 6 TOWNSHIP 48

SECTION 5

QUARTER SOUTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND

MERIDIAN 4 RANGE 6 TOWNSHIP 48

SECTION 5

QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF VERMILION RIVER

REFERENCE NUMBER: 222 051 872 +3

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

222 051 873 04/03/2022 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

CAROLYN GREEN
OF 4888 AIRPORT DRIVE
VERMILION
ALBERTA T9X 1P5

AND

CHERYL MANNERS

OF PO BOX 424, STATION MAIN

(CONTINUED)

LLOYDMINSTER

SASKATCHEWAN S9V 0Y4

AND

CORINNE THEISS

OF 4922 RIVERSIDE DR

VERMILION

ALBERTA T9X 1S7

(DATA UPDATED BY: CHANGE OF ADDRESS 222230962)
(DATA UPDATED BY: CHANGE OF ADDRESS 232328634)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

802 292 320 04/12/1980 CAVEAT

RE : EASEMENT

CAVEATOR - CENOVUS ENERGY INC.

PO BOX 766, 225-6 AVENUE SW

CALGARY

ALBERTA T2P0M5

(DATA UPDATED BY: CHANGE OF NAME 222119502)

932 298 201 29/09/1993 CAVEAT

RE : EASEMENT

CAVEATOR - CENOVUS ENERGY INC.

PO BOX 766, 225-6 AVENUE SW

CALGARY

ALBERTA T2P0M5

AGENT - VICTOR N SMITH

AFFECTED LAND: 4;6;48;5;SW

(DATA UPDATED BY: CHANGE OF NAME 222120110)

042 535 774 07/12/2004 CAVEAT

RE : SURFACE LEASE UNDER 20 ACRES

CAVEATOR - CENOVUS ENERGY INC.

PO BOX 766, 225-6 AVENUE SW

CALGARY

ALBERTA T2P0M5

AGENT - DWAYNE L LUNDQUIST

AFFECTED LAND: 4;6;48;5;SE

AS TO LSD 1

(DATA UPDATED BY: CHANGE OF NAME 222116917)

062 393 962 05/09/2006 CAVEAT

RE : SURFACE LEASE UNDER 20 ACRES

CAVEATOR - CENOVUS ENERGY INC.

PO BOX 766, 225-6 AVENUE SW

CALGARY

ALBERTA T2P0M5

AGENT - DWAYNE L LUNDQUIST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

222 051 873 +3

PAGE 3

NUMBER DATE (D/M/Y) PARTICULARS

AS TO L.S.D. 8

(DATA UPDATED BY: CHANGE OF NAME 222117210)

132 413 919 19/12/2013 UTILITY RIGHT OF WAY

GRANTEE - THE COUNTY OF VERMILION RIVER.

AFFECTED LAND: 4;6;48;5;SE

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 7 DAY OF NOVEMBER, 2023 AT 10:42 A.M.

ORDER NUMBER: 48815565

CUSTOMER FILE NUMBER: 34964



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

042535774

ORDER NUMBER: 48671183

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CAVEAT

PROVINCE OF ALBERTA

THE LAND TITLES ACT (SECTION 130)

TO: THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT.

TAKE NOTICE that HUSKY OIL OPERATIONS LIMITED, a body corporate, having its head office at the City of Calgary, in the Province of Alberta

claims an interest under and by virtue of a surface lease dated the 9th day of November, 2004, made between Beverley Dale Green, of Vermilton, in the Province of Alberta, as Lessor, and the Caveator, as Lessee, a copy of which said lease is attached hereto marked Exhibit "A". The development or subdivision effected by the said lease is done so solely for the purpose of providing for wells or batteries within the meaning of The Oil and Gas Conservation Act, and accordingly, The Planning Act does not apply to such development or subdivision.

The Caveator claims all real property rights and interests contained in the said lease or otherwise acquired pursuant to the said lease by the Caveator which interest affects an area less than 20 acres in the following lands:

Legal Subdivision One (1), of Section Five (5), Township Forty Eight (48), Range Six (6), West of the Fourth Meridian (W4M), as contained and described in Certificate of Title No 972 078 378 +3.

standing in the register in the name(s) of Beverley Dale Green, of Vermilion, in the Province of Alberta, as described in Certificate of Title No. 972 078 378 +3, and HUSKY OIL OPERATIONS LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument of Certificate of Title, as the case may be, is expressed to be subject to its claim.

HUSKY OIL OPERATIONS LIMITED appoints 4429 – 44 Street, Lloydminster, Saskatchewan, S9V DZ8 as the place at which notices and proceedings relating hereto may be served.

DATED this 30th day of November, 2004.

HUSKY OIL OPERATIONS LIMITED

BY ITS ATTORNEY, DWAYNE E. LUNDQUIST

· ·
និ. ប
ř.
łű
M
N
ξη
N
N
4₽
À.
Q
() CANADA
ţ <u>i</u>
PROVINCE OF ALBERTA
· · · · · · · · · · · · · · · · · · ·
TO MIT.
TO WIT:

I, Dwayne L. Lundquist, of the City of Lloydminster, in the Province of Alberta, Staff Landman, MAKE OATH AND SAY:

AFFIDAVIT

- I. I am the agent for the within named Caveator
- I believe that the said Caveator has a good and valid claim upon the said land, and I say that this Caveat is not being filed for the purpose of delaying or embarassing any person interested in or proposing to deal therewith.

SWORN before me at the City of

Lloydminster, in the Province of

Saskatchewan, this 30th day of

November, 2004.

ORILE OF MALL

DWAYNE L. CUNDQUIST



ALBERTA SURFACE LEASE AGREEMENT

THIS AGREEMENT made this	9	_day of _	Somewheer	, A.D. 2004.
--------------------------	---	-----------	-----------	--------------

BEVERLEY DALE GREEN of Vermillion, in the Province of Alberta

(hereinafter whether one or more called the "Lessor")

OF THE FIRST PART

-and-

HUSKY OIL OPERATIONS LIMITED, a body corporate, having it's head office at the City of Calgary, in the Province of Alberta,

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner or is entitled to become the registered owner under an agreement for sale or unregistered transfer, or otherwise of an estate in fee simple, subject, however, to the encumbrances, items and interests contained in the existing Certificate of Title thereof, of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta, and described as:

The South East Quarter (SE%) of Section Five (5), in Township Forty Eight (48) in Range Six (6), West of the Fourth (W4) Meridian, as contained and described in Certificate of Title No. 972 178 378 +3

(hereinafter referred to as the "said lands");

AND WHEREAS the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH:

معاليب بالا			lenant from the _		day o
November		20 <u>04</u> to th	ne	8	day of
Macamber	20 05 and the	hereafter so long as	May be seening by	th- 1 4	
	20_ <u>05</u> _ and the	nereality so long as	may be required by	the Lessee for an	y or all of the
Lessee's operations in o	nsideration of the sum of	Serte X	111 / 1 1 de	I have too	Z.
3_600.3	_) Dollars, the receipt wh	nereof is hereby acknow	owledged by the Les	sor and for each we	MALAL AND OF T
rear thereafter and			g) 410 EUS	on and the parti he	an or half of a
	io on irong year to,	year so long as	the Lessee requ	ires the same	the sum of
71	ter - Time Al	يريرون والمراجع المتعارب	£ 7.	4	*** *****
- Jus	ty Live Hu	word Seven	ty-Time -	<u> </u>	759
Dollars, payable in adva	uy of we say	ward Securit	ty-Tive - November	(s_ <i>2</i> ,5	75.99

THE LESSOR DOTH ALSO HEREBY GIVE AND GRANT unto the Lesses the right, liberty and privilege in, upon, under or across the demised premises to lay down, construct, maintain, inspect, remove, replace and reconstruct and repair pipe or pipelines and all structures and equipment necessary or incidental to all operations of the Lesses whatsoever.

U

44

ч

ļ.

()

()

THE LESSOR HEREBY COVENANTS AND AGREES to and with the Lessee:

1. TAXES PAID BY LESSOR:

Promptly to pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this lease.

2. QUIET ENJOYMENT:

For quiet enjoyment by the Lessee of the lands, premises, rights and privileges hereby demised and granted.

THE LESSEE HEREBY COVENANTS AND AGREES to and with the Lesson:

1. PAYMENT OF RENTAL:

To pay the rental above reserved in advance in each and every year during the continuance of this Lease.

2. PITS:

To, at its election, either dig a pit or pits or install a mud tank and, in either case, deposit therein the mud and studge resulting from any drilling operations and will not permit the same to escape upon the Lessee's adjoining land.

3. WEEDS:

To keep down and destroy all noxious weeds on the demised premises.

4. FENCING:

During the continuance of this Lease to erect and put upon the boundaries of the demised premises a good and substantial fence if so required by the Lessor and that it will at all times enclose and keep enclosed all openings or excavations in animals falling thereinto.

5. FENCES - REPLACE, REPAIR - CLOSE GATES:

That in the use of the rights and privileges hereby granted it will replace all fences which it may have removed for its purposes and repair all fences which it may have damaged and if and when so required by the Lessor, provide proper livestock guards at any point of entry upon the said lands used by it and will upon the use thereof close all gates.

B. USE OF SURFACE & PAYMENT FOR DAMAGE:

To use no more of the surface of the demised premises than is necessary for the purposes of the grant herein made by the Lessor and in the event of damage to said premises other than is necessary for such purposes, the Lessee will pay the Lessor full compensation for such damage.

7. COMPENSATION FOR DAMAGE - CROPS, IMPROVEMENTS:

To pay compensation for damage done by it to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

8. TAXES PAYABLE BY LESSEE:

To pay all taxes, rates and assessments that may be assessed or levied in respect to any and all machinery, equipment, structures and works placed by the Lessee on, in or over or under the demised premises.

9. RURIAL OF PIDELINES

That it will bury all pipelines laid by it crossing any cultivated area of the demised premises to a depth of not less than eighteen inches (18°) from the surface of the ground, backfill any excavations made and level the same.

10 ARANDONMENT

Upon the abandonment of any well to cause such well to be plugged and all excavations in connection therewith to be filled in, all in compliance with the applicable laws and regulations in that regard.

11. RESTORATION

Upon the discontinuance of the use of the demised premises, it will remove any rubbish therefrom, cause any excavations in connection with its operations to be filled in, all in compliance with applicable laws and regulations, and shall restore the demised premises to the same condition, so far as it may be practicable to do so, as that existing immediately prior to the entry thereon and use thereof by the Lessee.

12. INDEMNIFICATION BY LESSEE:

That it will indemnify and keep Indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury, damage or obligation arising out of other than through willful damage or gross negligence of the Lessor or connected with the operations carried on by the Lessee, its servants or agents in, under or upon the demised premises.

13. REMOVAL OF CAVEAT:

If the Lessee registers this Lease or any Caveat or other document in respect thereof in any Land Titles Office against the said lands, the Lessee shall withdraw or discharge the document so registered within a reasonable time after termination of this Lease.

10 į U Ļψ

Ļ

١J

4

()

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER:

REVIEW OF RENTAL:

That during the first month of the fifth year of the term of this Lease, the Lessor or the Lessee may give notice to the other party that he desires to have the rate of compensation hereunder reviewed, whereupon the parties hereto shall enter into negotiations in good faith with respect to the rate of compensation to be paid in respect of years of the term subsequent to the fifth year, such negotiations to be in accordance with the provisions of the Surface Rights Act, S.A. and any

PAYMENTS TO THE LESSOR:

That any and all payments payable by the Lesses to the Lesser hereunder may be made by mailing or delivering a cheque therefor to the credit of the Lessor at the therefor to the credit of the Lessor at the therefor to the credit of the Lessor at the therefor to the credit of the Lessor at the therefor to the credit of the Lessor at the therefore the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore to the credit of the Lessor at the therefore the credit of the Lessor at the credit of the least twenty (20) days prior to any payment due date. Any and all such payments shall be sufficiently made by depositing the same in the Post Office with postage prepaid addressed to the bank above mentioned at the address above given or to such bank at such address as may be set out in any notice given by the Lessor hereunder.

SURRENDER AND REMOVAL OF EQUIPMENT:

The Lessee shall have the right at any time upon thirty (30) days notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this Lease shall be terminated and there shall be no refund to the Lessee of any rental which may have been paid in advance and the Lessee shall have the right within the said period of notice, to remove or cause to be removed from the said lands all buildings, structures, tanks, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind, which it may have placed on or in

DISCHARGE OF ENCUMBRANCES:

The Lessee may, at its option, pay or discharge any balance owing under any Agreement for Sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands, in which event the Lessee shall be subrogated to the right of the holder or holders thereof and may, in addition thereto, at its option, reimburse itself by applying to the amount so paid by it the rentals or other sums accruing to the

5. ASSIGNMENT BY LESSEE:

The Lessee may delegate, assign or convey to other persons or corporations, ell of or any of the powers, rights and interest obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this paragraph.

ASSIGNMENT BY LESSOR:

The Lessor may assign or convey to other persons or corporations all of the powers, rights and interests obtained by or conferred upon the Lessor hereunder, and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this Clause; PROVIDED THAT no assignment or conveyance is effective as against the Lessee until the assigning Lessor has given the Lessee notice of the assignment, including the name and

7. DEFAULT:

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Agreement, including the payment of rental unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same within thirty (3D) days of the receipt of such notice. For the purpose of this Clause, a letter by the Lessee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

B. NOTICES:

That any notice required to be given to the parties hereto may be personally serviced or shall be deemed to have been given four (4) business days, Saturdays excluded, after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until change by

LESSOR: Beverley Dale Green, 4922 Riverside Dr., Vermilion, AB T9X 1S7

LESSEE: Husky Oil Operations Limited, 4429 - 44 Street, Lloydminster, SK, S9V 028

9. NUMBER AND GENDER:

That where used herein the singular number and the masculine gender shall include the plural and the feminine or neuter (in the case of a corporation) where the context or the parties hereto so require.

THESE PRESENTS AND EVERYTHING HEREIN CONTAINED shall enure to the benefit of and be binding upon the Lessor, his executors, administrators, and assigns, and upon the Lessee, and its successors and assigns.

Husky Oil Operations Limited, the above mentioned Lessee, doth hereby accept this Lease of the above described lands to be held by it as tenant and subject to the conditions, restrictions, and covenants above set forth.

,	
(I) MITHEON MINERAL (I	
IN WITNESS WHEREOF, the parties hereto have ca above written.	aused these presents to be duly executed as of the day and year firs
SIGNED, SEALED AND DELIVERED	
In the presence of :	
(M) (M)	
- Sodow Soly	AEVERIEV DAI E COMEN
GORDON R. TETZ	DEVENDED DATE GISCHY
	HUSKY OIL OPERATIONS LIMITED
Vari dlara	D Oli
WITHER TO THE	AV DE ATTORISM DIVINGE
WITNESS TO THE SIGNATURE OF DWAYNE L. LUNDQUIST	BY ITS ATTORNEY, DWAYNE L LUNDOUIST
Sumar of coundality	1
CONS	ALBERTA SENT OF SPOUSE
l,	do hereby give my consent to the disposition
	Signature of Spouse
	Signame of Spouse
	ALBERTA
CERTIFICATE OF AC	KNOWLEDGEMENT BY SPOUSE
 This document was acknowledged before me by apart from her husband (or his wife). 	
2.	acknowledged to me that
she (or he):	
(a) is aware of the nature of the disposition (or agree	1
(b) Is aware that The Dower Act, gives her (or him) the homestead by withholding consent;	a life estate in the homestead and the right to prevent disposition of
 (c) consents to the disposition (or agreement) for the homestead given to her (or him) by The Dower agreement); 	he purpose of giving up the life estate and other dower rights in the Act, to the extent necessary to give effect to the said disposition (o
(d) is executing this document freely and voluntarily	without any compulsion or the part of her husband (or his wife).
	, in the Province of Alberta, this day of
·································	L L
, ~	1
	(Title of Officiating Office)
	(ride of Officialing Officer)
	1
	\

()	
, i	
<u>ر</u> ا	
į.	
Į.	
Ú	1
٠,	7
•	#
*	1 REVERIEV DALE COSERVACIONAL CONTRACTOR AND A
Ċ	I, BEVERLEY DALE GREEN of Vermillion, in the Province of Alberta, oath and say:
6/	1. THAT I am the Lessor (e r duly appointed agent seling under Power of Alterney in my feveur deled the
175	A.D. grented by the Leason) named in the within (er
BB	2 THAT I am (e r my principal) not married.
1770	· r
11	Ø
んろ	THAT neither myself nor my spouse (or my principal nor his/her spouse) have resided on the within mentioned land at any time since our (or their) marriage.
100	with a state of the result of
	OR OR
LA	THAT a judgement for damages was obtained against me businesses
אַניאָקן	THAT a judgement for damages was obtained against me by my spouse (or my principal by his/her spouse) and registered in the Land-Titles Offices as Nodated the day of
	SWORN before me at the Postal District of
	TOTAL DESCRIPTION OF A DARKS THE TOTAL DARKS T
	day of Mountain, A.D. 2004.
	80RDON R. TETZ
	- Tourson Sea ! Bound of
	A Gommissioner for Oaths in and tor
	the Province of Alberta, My Appointment BEVERLEY DALE GREEN
	expires
	A 200 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
	AFFIDAVIT OF EXECUTION
	CANADA)
	PROVINCE OF ALBERTA
	TO WIT:
	,
	ANALY CATAL GORDON R. TETZ Of the City of I loydmineter to the Residence
	MAKE OATH AND SAY: of the City of Lloydminster, in the Province of Alberta, Landman,
	1. THAT I was personally proceed and did on DELETH THE
	who is (are) personally known to me to be the whole GREEN named in the annexed instrument
	who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes therein named.

- THAT the same was executed at the Postal District of Vermillion, in the Province of Alberta and that I am the subscribing witness thereto.
- 3. THAT I know the said BEVERLEY DALE GREEN and he is, she is, they are each in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of Lloydminster, in the Province of Saskatchewan, this day of Lloydmin 2004.

ON SKATCHE OF SKATCHE

Sordon Sef

ENTRY FEE FORM

NOTICE

BEVERLEY DALE GREEN

RE: HUSKY 1A WILDMERE 1-5-48-6 W4M

Take notice that pursuant to Section 19 of the Surface Rights Act the Operator shall pay to the Lessor an Entry Fee calculated in accordance with the Act as follows:

Area granted 3.56 acres x \$500.00 = the Entry Fee exceed \$5,000.00 per title unit). 1780: (or \$250.00 whichever is the greater but in no event shall

The Operator shall not exercise his right of entry until the Entry Fee has been paid.

The Entry Fee is in addition to any compensation payable in respect of the right of entry.

Dated this 9 day of Allember . 2004.

CONSENT OF THE OCCUPANT

I/We, LARRY RUUD, of Vermillon, in the Province of Alberta, being the Occupant of the SE%-5-48-6 W4M, do hereby agree that my rights, interest and estate which are, or may be, affected by the attached Surface Lease, shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at the Postal District of Vermillon, in the Province of Alberta, this 15 day of Mountain, 2004.

GORDON R. TETZ

Tousan Sek

Jany F. Venes

ht/forms/surf/s132

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

AND SAY:

I, Lori L. Hall of the City of Lloydminster, in the Province of Saskatchewan, , MAKE OATH

THAT I was personally present and did see Dwayne L. Lundquist, Attorney for Husky Oil Operations Limited, named in the within instrument, who is personally known to me to be the Attorney for Husky Oil Operations Limited, named therein, duly sign and execute the same for the purpose named therein.

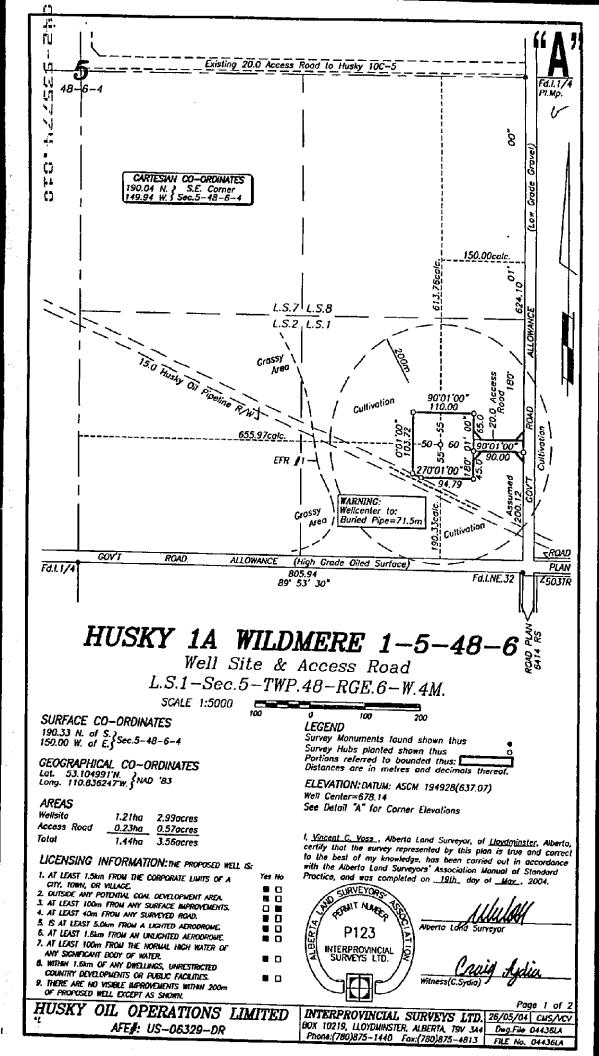
THAT the same was executed at the City of Lloydminster, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

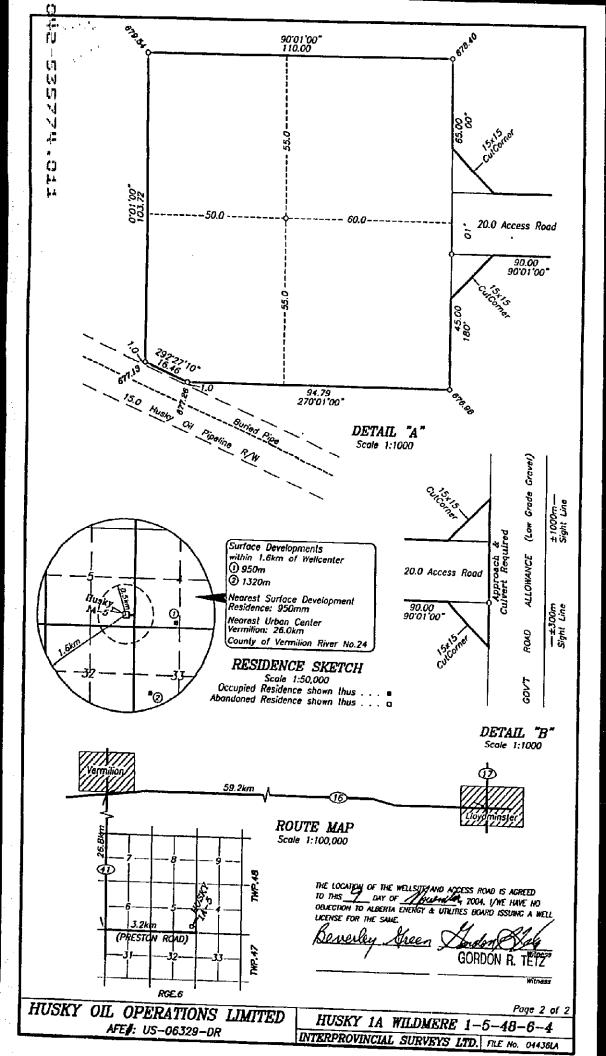
THAT I know the said Dwayne L. Lundquist, and he is in my belief Eighteen (I8) years of age or more.

SWORN before me at the City of Lloydminster, in the Province of Sastarthone this 15th day of November 12008

ori L. Hall

h.Viorms\aff\a 100 doc





CAVE - CAVEAT
DOC 1 OF 1 DRR#: 1968854 ADR/LBOYD
LINC/S: 0013973152 042535774 REGISTERED 2004 12 07

CAVEAT

4429 – 44 Street LLOYDMINSTER, SASKATCHEWAN HUSKY OIL OPERATIONS LIMITED SEV OZ8

ATTENTION: Land Department

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

062393962

ORDER NUMBER: 48671183

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CAVEAT

PROVINCE OF ALBERTA

THE LAND TITLES ACT (SECTION 130)

TO: THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT.

TAKE NOTICE that HUSKY OIL OPERATIONS LIMITED, a body corporate, having its head office at the City of Calgary, in the Province of Alberta

claims an interest under and by virtue of a surface lease dated the 20th day of July, 2006, made been BEVERLEY DALE GREEN, of VERMILION, in the Province of Alberta as Lessor, and the Caveator, as Lessee, a copy of which said lease is attached hereto marked Exhibit "A". The development or subdivision effected by the said lease is done so solely for the purpose of providing for wells or batteries within the meaning of The Oil and Gas Conservation Act, and accordingly, The Planning Act does not apply to such development or subdivision.

The Caveator claims all real property rights and interests contained in the said lease or otherwise acquired pursuant to the said lease by the Caveator which interest affects an area less than 20 acres in the following lands:

Legal Subdivision Eight (8) of Section Five (5),
Township Forty Eight (48),
Range Six (6),
West of the Fourth Meridian (W4M),
as contained and described in Certificate of Title No. 972 178 378 +3,

standing in the register in the name(s) of between BEVERLEY DALE GREEN, of Vermilion, in the Province of Alberta, as described in Certificate of Title No. 972 178 378 +3, and HUSKY OIL OPERATIONS LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument of Certificate of Title, as the case may be, is expressed to be subject to its claim.

HUSKY OIL OPERATIONS LIMITED appoints 4429 - 44 Street, Lloydminster, Saskatchewan, S9V 0Z8 as the place at which notices and proceedings relating hereto may be served.

DATED this 9th day of August, 2006.

HUSKY OIL OPERATIONS LIMITED

BY ITS ATTORNEY, DWAYNE L. LUNDQUIST

AFFIDAVIT

CANADA)
PROVINCE OF ALBERTA)
	1
TO WIT:	}

I, Dwayne L. Lundquist, of the City of Lloydminster, in the Province of Alberta, Staff Landman, MAKE OATH AND SAY:

- I. I am the agent for the within named Caveator
- I believe that the said Caveator has a good and valid claim upon the said land, and I say that this Caveat is not being filed for the purpose of delaying or embarassing any person interested in or proposing to deal therewith.

SWORN before me at the City of

Lloydminster, in the Province of

Saskatchewan, this 9th day of

August, 2006.

DWAYNE L. LUNDOUIST



ALBERTA SURFACE LEASE AGREEMENT

THIS AGREEMENT made this	20	day of	July	, A.D. 2006.
	_		00	

BEVERLEY DALE GREEN of Vermilion, in the Province of Alberta

(hereinafter whether one or more called the "Lessor")

OF THE FIRST PART

-and-

HUSKY OIL OPERATIONS LIMITED, a body corporate, having it's head office at the City of Calgary, in the Province of Alberta.

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner or is entitled to become the registered owner under an agreement for sale or unregistered transfer, or otherwise of an estate in fee simple, subject, however, to the encumbrances, liens and interests contained in the existing Certificate of Title thereof, of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta, and described as:

The South East Quarter (SE½) of Section Five (5), in Township Forty Eight (48) in Range Six (6), West of the Fourth (W4) Meridian, as contained and described in Certificate of Title No. 972 178 378 +3

(hereinafter referred to as the "said lands");

AND WHEREAS the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH:

	THE LESSOR for the purposes and at the rental hereinafter set forth doth hereby lease to the Lessee all and singula	ır
	those parts or portions of the said lands shown outlined upon the sketch or plan hereto annexed and marked "A", hereinafte	r
	called the "demised premises," to be held by the Lessee as tenant from the day of	ıf
	, A.D. 20 <u>06</u> to the	ıf
		2
	Lessee's operations in consideration of the sum of Six Shouldered Security —	
R	7 (\$	a
سرم	year thereafter and so on from year to year so long as the Lessee requires the same, the sum o	f
	- Sweety Four Hundred Swesty Five 18 2425.	BG
	Dollars, payable in advance of the day of in each and every yea	
	during the currency hereof and commencing on the day of	
	20.07	

THE LESSOR DOTH ALSO HEREBY GIVE AND GRANT unto the Lessee the right, liberty and privilege in, upon, under or across the demised premises to lay down, construct, maintain, inspect, remove, replace and reconstruct and repair pipe or pipelines and all structures and equipment necessary or incidental to all operations of the Lessee whatsoever.

THE LESSOR HEREBY COVENANTS AND AGREES to and with the Lessee:

1. TAXES PAID BY LESSOR:

Promptly to pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this lease.

2. QUIET ENJOYMENT:

For quiet enjoyment by the Lessee of the lands, premises, rights and privileges hereby demised and granted.

THE LESSEE HEREBY COVENANTS AND AGREES to and with the Lessor:

1. PAYMENT OF RENTAL:

To pay the rental above reserved in advance in each and every year during the continuance of this Lease.

2. PITS:

To, at its election, either dig a pit or pits or install a mud tank and, in either case, deposit therein the mud and sludge resulting from any drilling operations and will not permit the same to escape upon the Lessee's adjoining land.

3. WEEDS:

To keep down and destroy all noxious weeds on the demised premises.

4. FENCING:

During the continuance of this Lease to erect and put upon the boundaries of the demised premises a good and substantial fence if so required by the Lessor and that it will at all times enclose and keep enclosed all openings or excavations in connection with or for the purpose of the Lessee's operations aforesaid with fences sufficient to prevent cattle and other animals falling thereinto.

5. FENCES - REPLACE, REPAIR - CLOSE GATES:

That in the use of the rights and privileges hereby granted it will replace all fences which it may have removed for its purposes and repair all fences which it may have damaged and if and when so required by the Lessor, provide proper livestock guards at any point of entry upon the said lands used by it and will upon the use thereof close all gates.

6. USE OF SURFACE & PAYMENT FOR DAMAGE:

To use no more of the surface of the demised premises than is necessary for the purposes of the grant herein made by the Lessor and in the event of damage to said premises other than is necessary for such purposes, the Lessee will pay the Lessor full compensation for such damage.

7. COMPENSATION FOR DAMAGE - CROPS, IMPROVEMENTS:

To pay compensation for damage done by it to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

8. TAXES PAYABLE BY LESSEE:

To pay all taxes, rates and assessments that may be assessed or levied in respect to any and all machinery, equipment, structures and works placed by the Lessee on, in or over or under the demised premises.

9. BURIAL OF PIPELINES:

That it will bury all pipelines laid by it crossing any cultivated area of the demised premises to a depth of not less than eighteen inches (18") from the surface of the ground, backfill any excavations made and level the same.

10. ABANDONMENT:

Upon the abandonment of any well to cause such well to be plugged and all excavations in connection therewith to be filled in, all in compliance with the applicable laws and regulations in that regard.

11. RESTORATION

Upon the discontinuance of the use of the demised premises, it will remove any rubbish therefrom, cause any excavations in connection with its operations to be filled in, all in compliance with applicable laws and regulations, and shall restore the demised premises to the same condition, so far as it may be practicable to do so, as that existing immediately prior to the entry thereon and use thereof by the Lessee.

12. INDEMNIFICATION BY LESSEE:

That it will indemnify and keep indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury, damage or obligation arising out of other than through willful damage or gross negligence of the Lessor or connected with the operations carried on by the Lessee, its servants or agents in, under or upon the demised premises.

13. REMOVAL OF CAVEAT-

If the Lessee registers this Lease or any Caveat or other document in respect thereof in any Land Titles Office against the said lands, the Lessee shall withdraw or discharge the document so registered within a reasonable time after termination of this Lease.

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER:

1. REVIEW OF RENTAL:

That during the first month of the fifth year of the term of this Lease, the Lessor or the Lessee may give notice to the other party that he desires to have the rate of compensation hereunder reviewed, whereupon the parties hereto shall enter into negotiations in good faith with respect to the rate of compensation to be paid in respect of years of the term subsequent to the fifth year, such negotiations to be in accordance with the provisions of the Surface Rights Act, S.A. and any amendments thereto.

2. PAYMENTS TO THE LESSOR:

That any and all payments payable by the Lessee of the Lesser have be made by mailing or delivering a cheque therefor to the credit of the Lessor at the Lessor may designate by notice in writing to the Lessee at least twenty (20) days prior to any payment due date. Any and all such payments shall be sufficiently made by depositing the same in the Post Office with postage prepaid addressed to the bank above mentioned at the address above given or to such bank at such address as may be set out in any notice given by the Lessor hereunder.

BG

3. SURRENDER AND REMOVAL OF EQUIPMENT:

The Lessee shall have the right at any time upon thirty (30) days notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this Lease shall be terminated and there shall be no refund to the Lessee of any rental which may have been paid in advance and the Lessee shall have the right within the said period of notice, to remove or cause to be removed from the said lands all buildings, structures, tanks, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind, which it may have placed on or in the demised premises.

4. DISCHARGE OF ENCUMBRANCES:

The Lessee may, at its option, pay or discharge any balance owing under any Agreement for Sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands, in which event the Lessee shall be subrogated to the right of the holder or holders thereof and may, in addition thereto, at its option, reimburse itself by applying to the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

5. ASSIGNMENT BY LESSEE:

The Lessee may delegate, assign or convey to other persons or corporations, all of or any of the powers, rights and interest obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this paragraph.

6. ASSIGNMENT BY LESSOR:

The Lessor may assign or convey to other persons or corporations all of the powers, rights and interests obtained by or conferred upon the Lessor hereunder, and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this Clause; PROVIDED THAT no assignment or conveyance is effective as against the Lessee until the assigning Lessor has given the Lessee notice of the assignment, including the name and address of the assignee.

7. DEFAULT:

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Agreement, including the payment of rental unless and until the Lesser has notified the Lessee of such default and the Lessee has falled to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this Clause, a letter by the Lessee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

8. NOTICES:

That any notice required to be given to the parties hereto may be personally serviced or shall be deemed to have been given four (4) business days, Saturdays excluded, after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until change by notice shall be:

LESSOR: Beverley Dale Green, 4922 Riverside Drive, Vermillion, AB T9X 1S7

BG

Husky Oil Operations Limited, 4429 – 44 Street, Lloydminster, SK, S9V 028

NUMBER AND GENDER:

That where used herein the singular number and the masculine gender shall include the plural and the feminine or neuter (in the case of a corporation) where the context or the parties hereto so require.

THESE PRESENTS AND EVERYTHING HEREIN CONTAINED shall enure to the benefit of and be binding upon the Lessor, his executors, administrators, and assigns, and upon the Lessee, and its successors and assigns.

Husky Oil Operations Limited, the above mentioned Lessee, doth hereby accept this Lease of the above described lands to be held by it as tenant and subject to the conditions, restrictions, and covenants above set forth.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of :	
Judan & Jake	Beneiley Sheen
GORDON R. TETZ	BEVERLEY DALE/GREEN
MITNESS TO THE SIGNATURE OF DWAYNE L. LUNDQUIST	HUSKY OIL OPERATIONS LIMITED BY ITS ATTORNEY, DWAYNE L. LLINDOUST
average in entradals	1
	ALBERTA NT OF SPOUSE
55105	AT OF SPOOSE
of our homestead, made in this instrument, and I have executive other dower rights in the said property given to me by the disposition.	being married to the above name do hereby give my consent to the disposition cuted this document for the purpose of giving up my life estate an he Dower Act, to the extent necessary to give effect to the sain
	Signature of Spouse
A	LBERTA
CERTIFICATE OF ACK	OWLEDGEMENT BY SPOUSE
This document was acknowledged before me by apart from her husband (or his wife).	
2. she (or he):	acknowledged to me that
(a) is aware of the nature of the disposition (or agreeme	ent):
(b) is aware that The Dower Act, gives her (or him) a the homestead by withholding consent;	life estate in the homestead and the right to prevent disposition of
 (c) consents to the disposition (or agreement) for the homestead given to her (or him) by The Dower Ac agreement); 	purpose of giving up the life estate and other dower rights in the t, to the extent necessary to give effect to the said disposition (or
(d) is executing this document freely and voluntarily with	nout any compulsion on the part of her husband (or his wife).
DATED at	, in the Province of Alberta, this day of
, A.D.	20
	(Title of Officiating Officer)
	(Title of Officiating Officer)

DOWER AFFIDAVIT

I, Beverley Date Green of Vermilion, in the Province of Alberta, oath and say: GTHAT I am the Lessor (or duly appointed agent acting under Power of Attorney in my favour dated the Pannexed) Lease. granted by the Losser) named in the within (er /THAT I am (or my principal) not married. OR THAT neither myself nor my spouse (or my principal nor his/her spouse) have resided on the within mentioned land at any ee our (or their) marriage. OR THAT a judgement for damages was obtained against me by my spouse (or my principal by his/her spouse) and registered in the Land Titles Offices as No. _ dated the SWORN before me at the Postal District of Vermilion, in the Province of Alberta, this day of ______, A.D. 2006. BOON R. T<u>et</u> A Commissioner for Oaths in the Province of Alberta, My Appointment expires **AFFIDAVIT OF EXECUTION** CANADA PROVINCE OF ALBERTA TO WIT: GORDON R. TETZ _. of the City of Lloydminster, in the Province of Alberta, Landman, MAKE OATH AND SAY: THAT I was personally present and did see Beverley Dale Green named in the annexed instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes therein named. THAT the same was executed at the Postal District of Vermillion, in the Province of Alberta and that I am 2. the subscribing witness thereto. THAT I know the said Beverley Dale Green and he is, she is, they are each in my belief, of the full age of eighteen (18) years. 3. SWORN before me at the City of Lloydminster, in the Province of Saskatchewan, this 21 day JWH , 2006. OPILEETA Torston Boly

SKATCH

ENTRY FEE FORM

NOTICE

TO:	BEVERLEY DALE GREEN
RE:	HUSKY 8C AUBURNDALE 8-5-48-6 W4M
	The Landowner has granted a Surface Lease dated the <u>20</u> day of <u>July</u> , 2006 to the Operator, Husky Oil Operations Limited
	Take notice that pursuant to Section 19 of the Surface Rights Act the Operator shall pay to the Lessor an Entry Fee calculated in accordance with the Act as follows:
	Area granted $\frac{297}{\text{acres x $500.00}}$ acres x \$500.00 = $\frac{1495.8}{\text{c}}$ (or \$250.00 whichever is the greater but in no event shall the Entry Fee exceed \$5,000.00 per title unit).
	The Operator shall not exercise his right of entry until the Entry Fee has been paid.
	The Entry Fee is in addition to any compensation payable in respect of the right of entry.
	Dated this day of
<u>Se</u> Bever	Meley Breen Janob State (LAND GOTOON R. TETZ
	(LAND AGENT)

CONSENT OF THE OCCUPANT

I/We, LARRY RUUD, of Vermillion, in the Province of Alberta, being the Occupant of the SE½-5-48-6 W4M, do hereby agree that my rights, interest and estate which are, or may be, affected by the attached Surface Lease, shall be fully bound by all the terms and conditions thereof both now and henceforth.

GORDON L.C. WEAVER

Zt 11h

LARRY RUUD

h:\forms\surf\s132

AFFIDAVIT OF EXECUTION

CANADA	.)
PROVINCE OF ALBERTA) }
TO WIT:)

I, Kathy S. Pihowich, of the City of Lloydminster, in the Province of Saskatchewan, Sr. Surface Land Analyst, MAKE OATH AND SAY:

THAT I was personally present and did see Dwayne L. Lundquist, Attorney for Husky Oil Operations Limited, named in the within instrument, who is personally known to me to be the Attorney for Husky Oil Operations Limited, named therein, duly sign and execute the same for the purpose named therein.

THAT the same was executed at the City of Lloydminster, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

THAT I know the said Dwayne L. Lundquist and he is in my belief Eighteen (I8) years of age or more.

SWORN before me at the City of Lloydminster, in the Province of Saskatchewan, this 3157 day of July, 2006.

lf } ____ }

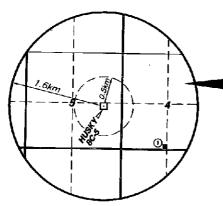
auble |

HUSKY 8C AUBURNDALE 8-5-48-6

Well Site L.S.8-Sec.5-TWP.48-RGE.6-W.4M. County of Vermilion River No. 24

THIS WELL IS TO BE DRILLED VERTICALLY

OWNER	TITLE#	PARCEL	AS OF:
Beveriey Dale Green	972 178 378 +3	SE 5-48-6-4	March 28/06
LICENSING INFORMATION			
THE PROPOSED WELL IS: 1. AT LEAST 1.5km FROM THE CORPORATE LIMITS OF A YES NO CITY, TOWN, OR VILLAGE. 2. OUTSIDE ANY POTENTIAL COAL DEVELOPMENT AREA. 3. AT LEAST 100m FROM ANY SURFACE IMPROVEMENTS.	THE LOCATION OF THE WELL TO THIS BO DAY OF OBJECTION TO ALBERTA END UCENSE FOR THE SAME. BONENICY S BONOTON Date Gleen	2006	VWE, HAVE NO 10 ISSUING A WELL.
TARGET REQUIREMENTS The proposed well: rs no is in target. 团 □ is 2% of well depth inside target. 図 □	REQUESTED CO-ORDS: 700.00 N. of S. Sec 300.00 W. of E. Sec The wellcenter n	o.5 750.00 N. 300.00 W.	ED CO-ORDS: of S. Sec.5



Surface Developments within 1.6km of Wellcenter ① 1286m

Mannas Contact D.

Nearest Surface Development: Residence: 1286m

Nearest Urban Center: Vermilion: 26km

RESIDENCE SKETCH Scale 1:50,000

SURFACE CO-ORDINATES

750.00 North of South Bdy. Sec.5-48-6-4

CARTESIAN CO-ORDINATES

749.43 North 299.77 West \$S.E.Corner Sec.5-48-6-4

GEOGRAPHICAL CO-ORDINATES

Lat. 53.110025° N. \ NAD '83 Long. 110.838486° W.\ ATS MARCH 2005

ELEVATIONS

Well Center=686.30

N.W.Corner=686.24 N.E.Corner=686.90 S.W.Corner=686.76 S.E.Corner=685.45 DATUM: ASCM 870774 (671.42)

AREAS

Wellsite

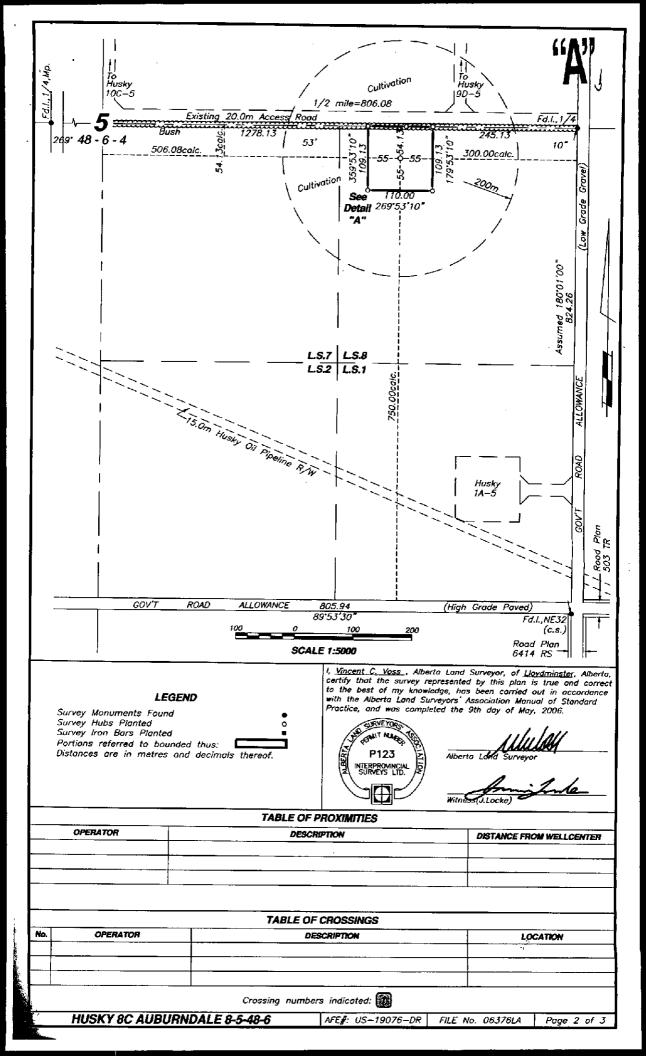
1.20ha

2.97ocres

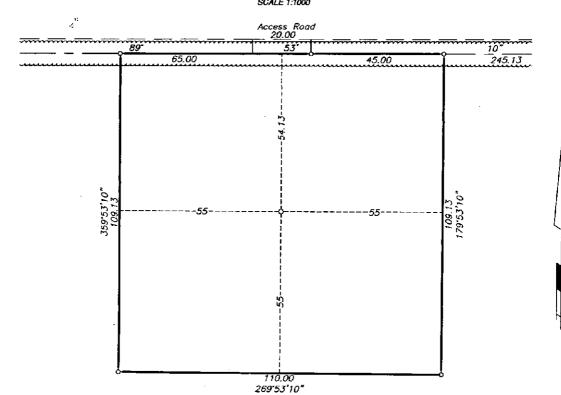
HUSKY OIL OPERATIONS LIMITED

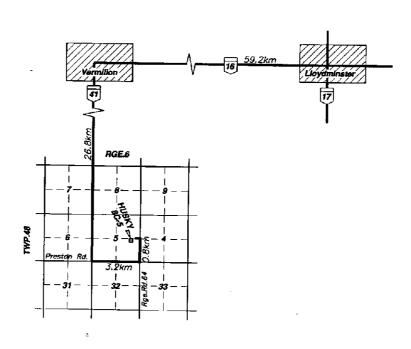
AFE#: US-19076-DR

No.	Revisions	Date
O	Final Plan Issued	June 8/06
		
-	INTERPROVINCIAL SURVEYS LTD.	LRP/VCV
サ	BOX 10219, ILOYDMINSTER, ALBERTA, T9V 3A4 Phone: (780)875-1440 Fox: (780)875-4813	FILE: 06376LA
		Page 1 of 3



DETAIL "A" SCALE 1:1000





ROUTE MAP Scale 1:100,000

DATED AUGUST 9, 2006

CAVEAT

HUSKY OIL OPERATIONS LIMITED
4429 – 44 Street
LLOYDMINSTER, SASKATCHEWAN
S9V 0ZB
ATTENTION: Land Department