



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 686 795 2322430;1;1 232 340 191

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 2322430
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 84.4 HECTARES (208.56 ACRES) MORE OR LESS

ATS REFERENCE: 5;23;80;31;NE
ATS REFERENCE: 5;23;80;31;SE
ESTATE: FEE SIMPLE

MUNICIPALITY: BIRCH HILLS COUNTY

REFERENCE NUMBER: 232 238 939

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
232 340 191	07/11/2023	DESCRIPTIVE PLAN		

OWNERS

KLAAS SIPMA
OF BOX 7017
PEACE RIVER
ALBERTA T8S 1S7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
822 007 208	13/01/1982	CAVEAT CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE ASSOCIATE MINISTER OF PUBLIC LANDS AND WILDLIFE

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

232 340 191

NUMBER	DATE (D/M/Y)	PARTICULARS
822 007 209	13/01/1982	CAVEAT RE : LEASE CAVEATOR - PENN WEST PETROLEUM LTD. C/O P.O.BOX 1450 STATION 'M" CALGARY ALBERTA T2P2L6 (DATA UPDATED BY: CHANGE OF NAME 942101888) (DATA UPDATED BY: TRANSFER OF CAVEAT 982197318) (DATA UPDATED BY: TRANSFER OF CAVEAT 992166303) (DATA UPDATED BY: CHANGE OF NAME 052172800) (DATA UPDATED BY: CHANGE OF NAME 062095477) (DATA UPDATED BY: CHANGE OF NAME 082044479)
822 281 248	17/12/1982	CAVEAT RE : EASEMENT CAVEATOR - PENN WEST PETROLEUM LTD. C/O P.O.BOX 1450 STATION 'M" CALGARY ALBERTA T2P2L6 (DATA UPDATED BY: CHANGE OF NAME 942087928) (DATA UPDATED BY: TRANSFER OF CAVEAT 982197543) (DATA UPDATED BY: TRANSFER OF CAVEAT 992166329) (DATA UPDATED BY: CHANGE OF NAME 052172861) (DATA UPDATED BY: CHANGE OF NAME 062100152) (DATA UPDATED BY: CHANGE OF NAME 082044518)
842 142 950	26/06/1984	CAVEAT RE : SURFACE LEASE CAVEATOR - PENN WEST PETROLEUM LTD. C/O P.O.BOX 1450 STATION 'M" CALGARY ALBERTA T2P2L6 (DATA UPDATED BY: CHANGE OF NAME 942088246) (DATA UPDATED BY: TRANSFER OF CAVEAT 982197546) (DATA UPDATED BY: TRANSFER OF CAVEAT 992166331) (DATA UPDATED BY: CHANGE OF NAME 052172874) (DATA UPDATED BY: CHANGE OF NAME 062100170) (DATA UPDATED BY: CHANGE OF NAME 082044636)
842 232 480	25/10/1984	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : EASEMENT
CAVEATOR - PENN WEST PETROLEUM LTD.
C/O P.O.BOX 1450
STATION 'M"
CALGARY
ALBERTA T2P2L6
 (DATA UPDATED BY: CHANGE OF NAME 942088246)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 982197546)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 992166352)
 (DATA UPDATED BY: CHANGE OF NAME 052172875)
 (DATA UPDATED BY: CHANGE OF NAME 062100173)
 (DATA UPDATED BY: CHANGE OF NAME 082044712)

892 048 673 02/03/1989 CAVEAT
RE : SURFACE LEASE
CAVEATOR - PENN WEST PETROLEUM LTD.
C/O P.O.BOX 1450
STATION 'M"
CALGARY
ALBERTA T2P2L6
 (DATA UPDATED BY: CHANGE OF NAME 942111505)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 982218061)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 992166370)
 (DATA UPDATED BY: CHANGE OF NAME 052173108)
 (DATA UPDATED BY: CHANGE OF NAME 062100223)
 (DATA UPDATED BY: CHANGE OF NAME 082046722)

892 105 776 08/05/1989 CAVEAT
RE : EASEMENT
CAVEATOR - PENN WEST PETROLEUM LTD.
C/O P.O.BOX 1450
STATION 'M"
CALGARY
ALBERTA T2P2L6
 (DATA UPDATED BY: CHANGE OF NAME 942111505)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 982218061)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 992166370)
 (DATA UPDATED BY: CHANGE OF NAME 052173108)
 (DATA UPDATED BY: CHANGE OF NAME 062100225)
 (DATA UPDATED BY: CHANGE OF NAME 082046725)

892 190 611 02/08/1989 CAVEAT
RE : LEASE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

232 340 191

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M'

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 942111505)

(DATA UPDATED BY: TRANSFER OF CAVEAT

982218062)

(DATA UPDATED BY: TRANSFER OF CAVEAT

992166370)

(DATA UPDATED BY: CHANGE OF NAME 052173108)

(DATA UPDATED BY: CHANGE OF NAME 062100226)

(DATA UPDATED BY: CHANGE OF NAME 082046760)

892 281 933 31/10/1989 CAVEAT

RE : EASEMENT

CAVEATOR - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M'

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 942088313)

(DATA UPDATED BY: TRANSFER OF CAVEAT

982218062)

(DATA UPDATED BY: TRANSFER OF CAVEAT

992166370)

(DATA UPDATED BY: CHANGE OF NAME 052173109)

(DATA UPDATED BY: CHANGE OF NAME 062100227)

(DATA UPDATED BY: CHANGE OF NAME 082046762)

912 127 981 28/05/1991 CAVEAT

RE : SURFACE LEASE

CAVEATOR - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M'

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 942088446)

(DATA UPDATED BY: TRANSFER OF CAVEAT

982198114)

(DATA UPDATED BY: TRANSFER OF CAVEAT

992166389)

(DATA UPDATED BY: CHANGE OF NAME 052173112)

(DATA UPDATED BY: CHANGE OF NAME 062100247)

(DATA UPDATED BY: CHANGE OF NAME 082047582)

912 256 229 20/09/1991 CAVEAT

RE : EASEMENT

CAVEATOR - PENN WEST PETROLEUM LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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232 340 191

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

C/O P.O.BOX 1450

STATION 'M"

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 942088458)

(DATA UPDATED BY: TRANSFER OF CAVEAT

982198114)

(DATA UPDATED BY: TRANSFER OF CAVEAT

992166399)

(DATA UPDATED BY: CHANGE OF NAME 052173113)

(DATA UPDATED BY: CHANGE OF NAME 062100250)

(DATA UPDATED BY: CHANGE OF NAME 082047660)

942 183 746 15/06/1994 CAVEAT

RE : SURFACE LEASE

CAVEATOR - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M"

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: TRANSFER OF CAVEAT

982198112)

(DATA UPDATED BY: TRANSFER OF CAVEAT

992166399)

(DATA UPDATED BY: CHANGE OF NAME 052173110)

(DATA UPDATED BY: CHANGE OF NAME 062100264)

(DATA UPDATED BY: CHANGE OF NAME 082048982)

992 061 595 11/03/1999 UTILITY RIGHT OF WAY

GRANTEE - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M"

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 052172640)

(DATA UPDATED BY: CHANGE OF NAME 062100362)

(DATA UPDATED BY: CHANGE OF NAME 082052233)

002 051 944 28/02/2000 UTILITY RIGHT OF WAY

GRANTEE - PENN WEST PETROLEUM LTD.

C/O P.O.BOX 1450

STATION 'M"

CALGARY

ALBERTA T2P2L6

(DATA UPDATED BY: CHANGE OF NAME 052172639)

(DATA UPDATED BY: CHANGE OF NAME 062069165)

(DATA UPDATED BY: CHANGE OF NAME 082033216)

002 057 798 06/03/2000 CAVEAT

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

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 # 232 340 191

REGISTRATION

 NUMBER DATE (D/M/Y) PARTICULARS

RE : SURFACE LEASE UNDER 20 ACRES
 CAVEATOR - PENN WEST PETROLEUM LTD.
 C/O P.O.BOX 1450
 STATION 'M"
 CALGARY
 ALBERTA T2P2L6
 AGENT - NORMAN T MCNALLY
 (DATA UPDATED BY: CHANGE OF NAME 052172781)
 (DATA UPDATED BY: CHANGE OF NAME 062069187)
 (DATA UPDATED BY: CHANGE OF NAME 082033217)

022 121 811 11/04/2002 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - PENN WEST PETROLEUM LTD.
 C/O P.O.BOX 1450
 STATION 'M"
 CALGARY
 ALBERTA T2P2L6
 (DATA UPDATED BY: CHANGE OF NAME 052169757)
 (DATA UPDATED BY: CHANGE OF NAME 062081618)
 (DATA UPDATED BY: CHANGE OF NAME 082036256)

022 213 750 14/06/2002 MORTGAGE
 MORTGAGEE - THE BANK OF NOVA SCOTIA.
 9834-100 AVENUE
 GRANDE PRAIRIE
 ALBERTA T8V0T8
 ORIGINAL PRINCIPAL AMOUNT: \$292,000

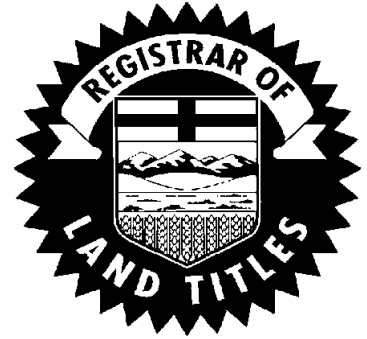
082 421 061 24/09/2008 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - PENN WEST PETROLEUM LTD.
 P.O.BOX 1450 STN "M"
 CALGARY
 ALBERTA T2P2L6
 AGENT - PIONEER ENVIRO GROUP LTD.

TOTAL INSTRUMENTS: 018

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 03:47 P.M.

ORDER NUMBER: 48822899

CUSTOMER FILE NUMBER: CLHBID/wf



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.

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

822007208

ORDER NUMBER: 48531822

ADVISORY

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JAN 13 '82

822007208

Dated

A.D. 19

CANADA } I, ALFREDO J. FACCO, ACTING ASSISTANT DEPUTY MINISTER,
PROVINCE OF ALBERTA } of the PUBLIC LANDS DIVISION, of
To Wit: } CITY EDMONTON
} in the Province of Alberta.

MAKE OATH AND SAY AS FOLLOWS:

RE

1. I am agent for the above-named Caveator.

2. 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 embarrassing any person interested in or proposing to deal therewith.

[Handwritten signature]

CAVEAT

SWORN before me at the CITY
of EDMONTON,
in the Province of Alberta,
this 31st day of DECEMBER,
A.D. 19 81.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
A Commissioner for Oaths in and for the Province of Alberta

(ESTELLE M. ANDERSON)
My appointment expires Aug. 1984

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that ~~X~~ THE ASSOCIATE MINISTER OF PUBLIC LANDS AND WILDLIFE OF THE PROVINCE OF ALBERTA

~~XX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXX~~

claim s an interest in the east half of section 31, township 80, range 23, west of the 5th meridian, as shown upon a map or plan of survey of the said township approved and confirmed at Ottawa on the 10th day of October, 1916, by E. Deville, Surveyor General of Dominion Lands, containing 64.750 hectares (160 acres), more or less, in each quarter section, reserving unto Her Majesty all mines and minerals and the right to work the same, by virtue of an agreement in writing dated March 9, 1970, made between the Minister of Lands and Forests as vendor and Klaas Sipma as purchaser, whereby the vendor reserved the right of access to the watercourse in the said lands and to carry out works to preserve and improve the watercourse and the purchaser covenanted for himself and his successors in title to maintain in a natural state the said lands adjoining the watercourse on both sides to the extent necessary to preserve same as a fish and wildlife habitat,

Being lands described in Certificate of Title Number _____ standing in the register in the name of **KLAAS SIPMA**

and ~~X~~ forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to ~~XXXXXXX~~ the Associate Minister's claim.

~~XXXXXXXXXX~~ HE APPOINTS the Department of Energy and Natural Resources, Petroleum Plaza, in the City of Edmonton, _____ in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 31 day of DECEMBER, A.D. 19 81.


(Signature of Caveator or his Agent)

ALFREDO J. FACCO
ACTING ASSISTANT DEPUTY MINISTER,
PUBLIC LANDS DIVISION,
DEPARTMENT OF ENERGY AND NATURAL RESOURCES.

CANADA
PROVINCE OF ALBERTA
To Wit:

I, _____
of the _____
in the Province of Alberta,

of _____
(Occupation)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the _____
of _____
in the Province of Alberta,
this _____ day of _____
A.D. 19 _____

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

822007209

ORDER NUMBER: 48595883

ADVISORY

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CANADA } I, David M. Duggan
PROVINCE OF ALBERTA } of the City of Edmonton
To Wit: } in the Province of Alberta, Barrister & Solicitor
make oath and say:

1. That I am agent for the above-named Caveator.
2. That I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the City
of Edmonton
in the Province of Alberta
this 11th day of December
A.D. 1981.

David M. Duggan

C.R.S. Montgomery
A. Commissioner for Oaths
in and for the Province of Alberta.
C.R.S. Montgomery, my commission expiring March 4, 1981.

Dated

December

9th 22 00 26 1981

NUMAC OIL & GAS LTD.

[CAVEATOR]

RE

EA-31-80-23-W5M

[LAND]

CAVEAT

The Hamilton Stationery Co.

NUMAC OIL & GAS LTD.
14th Floor, 9915 - 108 Street
EDMONTON, Alberta
TSK 268

[Signature]

CAVEAT

To the Registrar of the NORTH ALBERTA Land Registration District

TAKE NOTICE that I, Numac Oil & Gas Ltd.

(Name in full)

of the City of Edmonton in the Province of Alberta, a body corporate

(Occupation)

claims a leasehold estate or interest under and by virtue of that certain Alberta Surface Lease dated the 25th day of July, 1981 between KLASS SIPMA of Peace River, Alberta, as Lessor, and NUMAC OIL & GAS LTD., as Lessee, which lease is for a period of 25 years, commencing July 25th, 1981, subject to renewal as therein set forth, in that part or portion of the lands as described in the lease, on the individual ownership plan, a copy of which is attached hereto. The lands in which the Caveator claims an interest in a part thereof are described as:

in THE EAST HALF OF SECTION THIRTY-ONE (31)
TOWNSHIP EIGHTY (80)
RANGE TWENTY-THREE (23)
WEST OF THE FIFTH MERIDIAN (W5M)
CONTAINING THREE HUNDRED AND TWENTY (320) ACRES MORE OR LESS.

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME.

Being lands described in Certificate of Title Number standing in the register
in the name of KLASS SIPMA and I forbid the
registration of any person as transferee or owner of or of any instrument affecting the said
estate or interest, unless the instrument or certificate of title as the case may be is expressed
to be subject to my claim.

I appoint 14th Floor, 9915 - 108 Street Edmonton, Alberta T5K 2G8
at Edmonton in the Province of Alberta, as the place at which notice
of proceedings relating hereto may be served.

DATED this 11th day of December A.D. 1981.

NUMAC OIL & GAS LTD.

C.R.S. Montgomery
C.R.S. Montgomery, Vice-President, Secretary

D.F. Baker
D.F. Baker, Vice-President, Engineering

CANADA } I,
PROVINCE OF ALBERTA } of the
To Wit: } in the Province of Alberta,

make oath and say:

1. That I am the above-named Caveator.
2. That I believe that I have a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at the
of
in the Province of Alberta
this day of
A.D. 10

K.S.

ALBERTA SURFACE LEASE

This Indenture of Lease made the 25th day of July A.D. 1981
 BETWEEN: KLASS STEMA, Entitled to become registered owner under Homestead Sale #9439
 of PEACE RIVER, in the Province of Alberta, FARMER
 (hereinafter called "the Lessor")

- and -

NUMAC OIL & GAS LTD., a body corporate, having its head office at the
 City of Edmonton in the Province of Alberta
 (hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or 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 exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

- The East Half of Section Thirty-One (31)
- Township Eighty (80)
- Range Twenty-Three (23)
- West of The Fifth Meridian (W5M)
- Containing Three Hundred and Twenty (320) Acres more or less.
- Excepting Thereout All Mines and Minerals
- And The Right To Work The Same.

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

WHEREAS the Lessor has agreed to lease and grant a certain portion 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, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. Taxes Paid by Lessor:

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. Quiet Enjoyment:

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. Renewal:

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinafter provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

4. Fencing:

During the continuance of this Lease, to erect and put upon the boundaries of the aforesaid and roadway constructed or placed by the Lessor on the demised premises a good substantial fence if so required by the Lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

5. Taxes Payable by Lessee:

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

6. Compensation for Damages:

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. Review of Rental:

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration/legislation in force provisions of the Alberta

8. Surrender:

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. Reduction of Acreage:

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. Removal of Equipment:

The Lessee may at all times during the continuance of this lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. Discharge of Encumbrances:

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of 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 rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. Assignment by Lessee:

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests 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 clause.

13. 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 Lease, 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 (30) days of the receipt of such notice.

14. Notices:

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof, postage prepaid.

15. Addresses:

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee 14th Floor, 9915 - 108 Street, Edmonton, Alberta T5K 2G8

Lessor P.O. Box 215, PEACE RIVER, Alberta T0H 2X0

These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

IN WITNESS WHEREOF the Lessor has herunto set his hand and seal and the Lessee has caused its corporate seal to be herunto affixed attested by the hands of its proper officers duly authorized in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED
By the above named Lessor in
the presence of:

Handwritten signature of the Lessor

Handwritten signature of the Lessee
Klaas Bijma

NUMAC OIL & GAS LTD.
Per: *Handwritten signature*
D. G. HANCO - VICE-PRESIDENT
Per: *Handwritten signature*
S. D. McGRONER, Vice-President,
Corporate Affairs

DOWNER CONSENT OF SPOUSE

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband/his wife.

- 2. _____ acknowledged to me that she/he:
(a) is aware of the nature of the disposition;
(b) is aware that The Dower Act, 1970, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
(c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.
(d) is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _____ in the Province of _____ this _____ day of _____, A.D. 19_____

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

CANADA PROVINCE OF ALBERTA TO WIT:

DOWNER AFFIDAVIT

I, Klass Sipma of Peace River in the Province of Alberta, Farmer (occupation), make oath and say:

THAT I am the Lessor named in the within instrument.

THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at District of Tangent in the Province of Alberta, this 25 day of July, A.D. 19 81.

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

CAL. GAZDAQ 01/29/82

CANADA PROVINCE OF ALBERTA TO WIT:

AFFIDAVIT OF EXECUTION

I, Cal Gazdaq of the City of Edmonton in the Province of Alberta, Land Agent, make oath and say:

1. THAT I was personally present and did see Klass Sipma named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.

2. THAT the same was executed at the District of Tangent in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Klass Sipma and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at Edmonton in the Province of Alberta, this 27th day of July, A.D. 19 81.

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

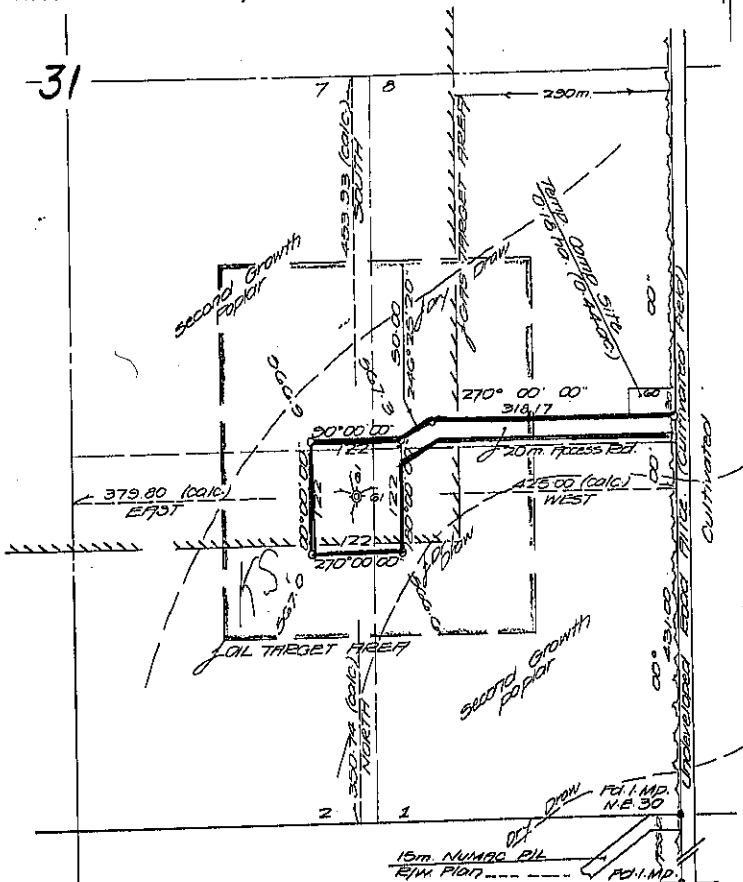
JIM HOHOL April 13, 1981

Plan Showing Survey of

NUMAC PCP TANGENT 2-31-80-23

Well Site and Access Road

in
L.S. 2 Sec. 31 Tp. 80 Rge. 23 W. 5 M.



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 19th day of JULY, 1991

J. Arthur Bell
A.L.S.

Ellen R. Johnson
Witness



EDMONTON
CALGARY
ATHABASCA
GRANDE PRAIRIE

ELEVATION: 5080 Ground

CO-ORDINATES:

350.74 m N. of S. Day } Sec. 31
425.00 m W. of E. Day }

AREAS:

	HECTARES	ACRES
Well Site	1.45	3.68
Access Road	0.74	1.82
Total	2.23	5.50

OPERATOR:
NUMAC OIL & GAS LTD.

J. J. Baden
P. Eng.

J. J. Dunnington

Survey marks found shown thus: ●
Survey marks placed shown thus: ○
Points referred to outlined in red.
Distances are in metres

SCALE = 1:5000

Job No. A-433-81(R)
85-1121-REV

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

842142950

ORDER NUMBER: 48595883

ADVISORY

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8421 42950 '84 JUN 26

Dated _____ A.D. 19 _____

CANADA
PROVINCE OF ALBERTA
To Wit: I, KAREN J. LARSEN
of the CITY of EDMONTON
in the Province of Alberta, LAND AGENT

RE 84

MAKE OATH AND SAY AS FOLLOWS:

1. I am agent for the above-named Caveator.
2. 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 embarrassing any person interested in or proposing to deal therewith.

[Signature]
CAVEAT

SWORN before me at the City
of Edmonton
in the Province of Alberta,
this 22nd day of June
A.D. 1984
[Signature]
A Commissioner for Oaths in and for the Province of Alberta
C.L. GAZDING, commission expires 01/29/86

[Handwritten initials]

ALBERTA SURFACE LEASE

This Indenture of Lease made the 22 day of JUNE A.D. 1984

BETWEEN: KLAAS SIMA

of PEACE RIVER, in the Province of Alberta, FARMER
(hereinafter called "the Lessor")

- and -

NUMAC OIL & GAS LTD.

(hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or 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 exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

THE EAST HALF OF SECTION THIRTY ONE (31)
TOWNSHIP EIGHTY (80)
RANGE TWENTY THREE (23)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, IN EACH QUARTER
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

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

WHEREAS the Lessor has agreed to lease and grant a certain portion 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, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of _____
(_____ dollars, (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

(b) for each subsequent year the sum of _____ (_____ dollars)
payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. Taxes Paid by Lessor:

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. Quiet Enjoyment:

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and Lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. Renewal:

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR.

4. Fencing:

During the continuance of this Lease, to erect and put upon the boundaries of the sites and roadways constructed or placed by the Lessee on the demised premises a good substantial fence if so requested by the Lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

5. Taxes Payable by Lessee:

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

6. Compensation for Damages:

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. Review of Rental:

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration provisions of the Alberta Surface Rights legislation in force.

8. Surrender:

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. Reduction of Acreage:

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. Removal of Equipment:

The Lessee may at all times during the continuance of this lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. Discharge of Encumbrances:

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of 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 rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. Assignment by Lessee:

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests 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 clause.

13. 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 Lease, 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 (30) days of the receipt of such notice.

14. Notices:

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof, postage prepaid.

15. Addresses:

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee 14th Floor, 9915 - 108th Street, Edmonton, Alberta T5K 2G8

Lessor Box 215, Peace River, Alberta T0H 2X0

These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the above named Lessor in the presence of:

K. S. Simer
KLAAS SIMER

Cal Gazdag
CAL GAZDAG

DOWER CONSENT OF SPOUSE

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- 1. This document was acknowledged before me by _____, apart from her husband/his wife.
2. _____ acknowledged to me that she/he:
(a) Is aware of the nature of the disposition;
(b) Is aware that The Dower Act, 1970, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
(c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.
(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _____ in the Province of _____ this _____ day of _____, A.D. 19_____.

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta

CANADA PROVINCE OF ALBERTA TO WIT: DOWER AFFIDAVIT

I, KLAAS SIPMA of PEACE RIVER in the Province of Alberta, FARMER (occupation), make oath and say:

THAT I am the Lessor named in the within instrument. THAT I am not married.

OR

~~THAT I am the Lessor named in the within instrument. THAT I am not married.~~

SWORN before me at the Postal District of Peace River in the Province of Alberta, this 22nd day of JUNE A.D. 1984

[Signature of K. Sipma] KLAAS SIPMA

A Commissioner for Oaths, Notary Public in and for the Province of Alberta

CAL. GAZDAG, commission expires 01/29/86

CANADA PROVINCE OF ALBERTA TO WIT: AFFIDAVIT OF EXECUTION

I, CAL. GAZDAG of CALGARY in the Province of Alberta, LAND AGENT, make oath and say:

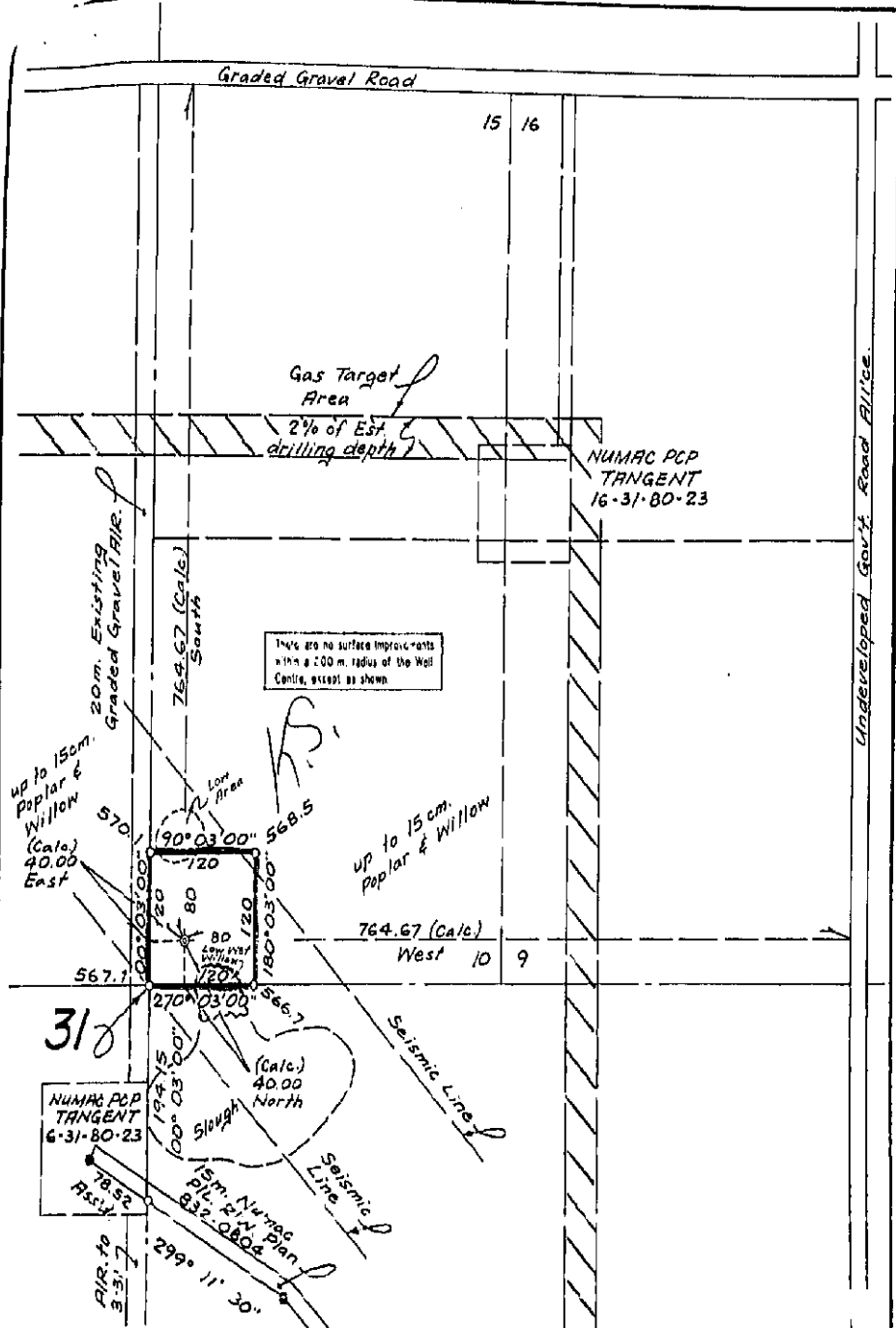
- 1. THAT I was personally present and did see KLAAS SIPMA named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the Postal District of Peace River, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said KLAAS SIPMA and he (she) is, in my belief, of the full age of eighteen years.

SWORN before me at EDMONTON in the Province of Alberta, this 22nd day of JUNE A.D. 1984

[Signature of Cal. Gazdag] CAL. GAZDAG

A Commissioner for Oaths, Notary Public in and for the Province of Alberta

KAREN J. TAYLOR, commission expires 12/03/85



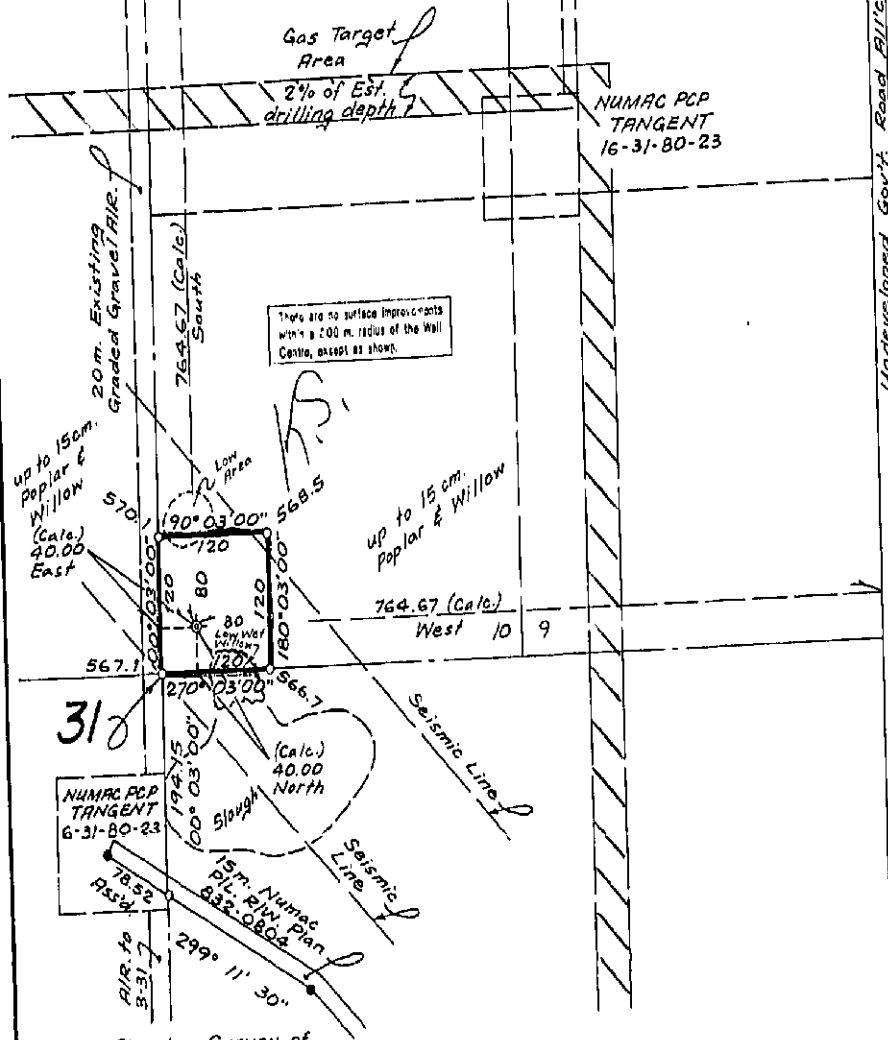
Plan Showing Survey of
NUMAC PCP TANGENT 10-31-80-23
 Well Site
 in
L.S. 10 Sec. 31 Tp. 80 Rge. 23 W. 5 M.

I certify that the survey represented by this plan is correct and true in the best of my knowledge and was completed on the 16th day of July, 1984.

[Signature]
 this day of A.L.S.
 A.D. 19

ELEVATION: 567.10 Ground

CO-ORDINATES:
 764.67 m S. of N. Day } Sec. 31
 764.67 m W. of E. Day }



Plan Showing Survey of
NUMAC PCP TANGENT 10-31-80-23
 Well Site
 in
L.S. 10 Sec. 31 Tp. 80 Rge. 23 W. 5 M.

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 16th day of June, 1984.

Wooden A.S.
D. Hill Witness

ELEVATION: 567.10 Ground

CO-ORDINATES:

764.67 m S. of N. Bdy } Sec 31
 764.67 m W. of E. Bdy }

AREAS:

	HECTARES	ACRES
Well Site	1.440	3.56



EDMONTON - 430-7365
 CALGARY - 248-1966

OPERATOR:
NUMAC OIL & GAS LTD.

Richard Koval P.ENG
David McDuggan

Survey marks found shown thus: ●
 Survey marks placed shown thus: ○
 Portions referred to outlined in red.
 Distances are in metres.

SCALE - 1:5000

Job No E-440-84(N)

R.G. - D.M. - V.L.

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that X WE, NUMAC OIL & GAS LTD.

of EDMONTON In the Province of Alberta, (Occupation)

claim an interest by virtue of an Alberta Surface Lease for a wellsite, containing less than twenty (20) acres, in writing, dated the 22nd day of June, 1984, by and between Klaas Sipma of Peace River, Alberta as Lessor, and the Caveator herein as Lessee.

in The East Half of Section Thirty One (31)
Township Eighty (80)
Range Twenty Three (23)
West of the Fifth Meridian
Containing 64.7 Hectares (160 Acres) more or less, in each quarter section.
Excepting thereout all mines and minerals and the right to work the same.

Being lands described in Certificate of Title Number 822007207 standing in the register in

the name of Klaas Sipma

and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

I APPOINT Numac Oil & Gas Ltd. of 14th Floor, Petroleum Plaza South Tower,
9915 - 108th Street, Edmonton in the Province of Alberta, as the place
at which notices and proceedings relating hereto may be served.

DATED this 25th day of JUNE A.D. 19 84

Karen J. Larsen
.....
(Signature of Caveator or his Agent)

Karen J. Larsen
CARIBOU LAND SERVICES LTD.
Agent for Numac Oil & Gas Ltd.

CANADA }
PROVINCE OF ALBERTA } I,
To Wit: } of the
} In the Province of Alberta, of
} (Occupation)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within named Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the
of
in the Province of Alberta,
this day of
A.D. 19

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

892048673

ORDER NUMBER: 48595883

ADVISORY

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892048673
CAVE - CAVEAT
002 OF 0002

REGISTERED 1989 3 2
ADR/JSAIK

CANADA } I, CAL GAZDAG
PROVINCE OF ALBERTA } of the CITY : of CALGARY
To Wit: } in the Province of Alberta, LAND AGENT

MAKE OATH AND SAY AS FOLLOWS:

RE

1. I am agent for the above-named Caveator.

2. 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 embarrassing any person interested in or proposing to deal therewith.

CAVEAT

SWORN before me at the
of CALGARY CITY
in the Province of Alberta,
this 20 day of FEBRUARY
A.D. 1989



.....
A Commissioner for Oaths in and for the Province of Alberta
LAURIE BESSETTE, COMMISSION EXPIRES: FEB. 19/91

ALBERTA SURFACE LEASE

This Indenture of Lease made the 17 day of FEBRUARY A.D. 1989

BETWEEN: KLAAS SIPMA
of PEACE RIVER, in the Province of Alberta, _____
(hereinafter called "the Lessor")

- and -
NUMAC OIL & GAS LTD.

(hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or 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 exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

THE EAST HALF OF SECTION THIRTY ONE (31)
TOWNSHIP EIGHTY (80)
RANGE TWENTY THREE (23)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, IN
EACH QUARTER SECTION.
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

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

WHEREAS the Lessor has agreed to lease and grant a certain portion 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, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of _____ (_____) dollars, (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

- (i) rental _____ (_____) dollars
- (ii) compensation for severance, inconvenience, and damage to the demised premises _____ (_____) dollars

(b) for each subsequent year the sum of _____ (_____) dollars payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. Taxes Paid by Lessor:

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. Quiet Enjoyment:

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and Lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. Renewal:

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinafter provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

4. Fencing:

During the continuance of this Lease, to erect and put upon the boundaries of the sites and roadways constructed or placed by the Lessee on the demised premises a good substantial fence if so requested by the Lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

5. Taxes Payable by Lessee:

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

6. Compensation for Damages:

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. Review of Rental:

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration provisions of the Alberta Surface Rights legislation in force.

8. Surrender:

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. Reduction of Acreage:

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a written plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. Removal of Equipment:

The Lessee may at all times during the continuance of this lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. Discharge of Encumbrances:

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of 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 rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. Assignment by Lessee:

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests 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 clause.

13. 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 Lease, 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 (30) days of the receipt of such notice.

14. Notices:

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee Seven (7) days after the mailing thereof, postage prepaid.

15. Addresses:

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee 14th Floor, 9915 - 108th Street, EDMONTON, Alberta T5K 2G8

Lessor P.O. Box 215, PEACE RIVER, Alberta T0H 2X0

These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the above named Lessor in

the presence of:

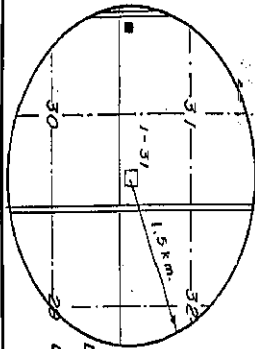
x *K. Sipma*

KLAS SIPMA

NUMAC OIL & GAS LTD.

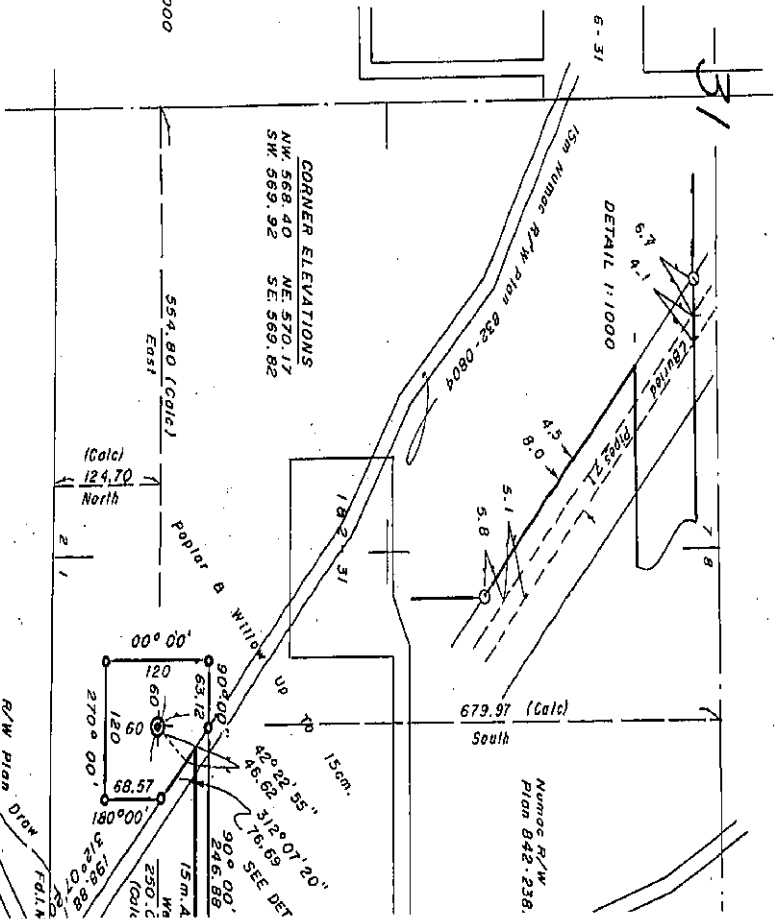
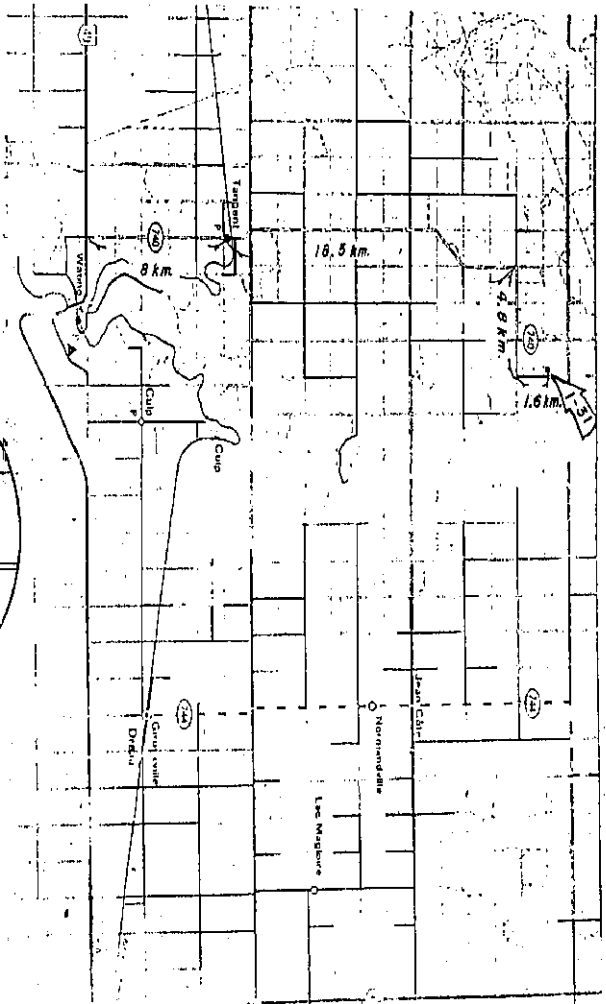
Dale Guidi

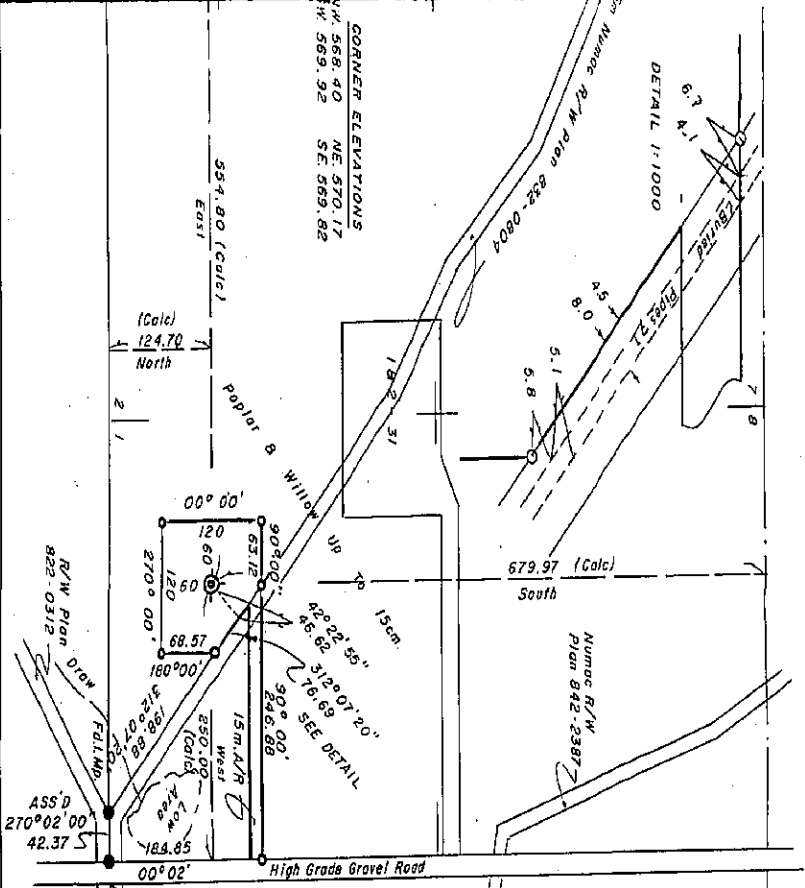
DALE GUIDI



DWELLING SKETCH
 1:50000
 Dwellings shown thus: ■

ROUTE MAP 1:250000





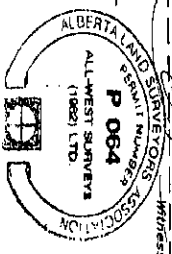
Plan Showing Survey of
NUMAC PCP TANGENT 1-31W-80-23
 Well Site and Access Road
 in
 L.S. 1 Sec. 31 Tp. 80 Rge. 23 W. 5 M.

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 12th day of February, 1989.

James J. Roy
 J.J.S.
 Surveyor



EDMONTON-
 454-8534
 CALGARY-
 234-7599



[Signature]
 Witness

ELEVATION: 569.52 Ground
 CO-ORDINATES:
 124.70 m N of S. Bdy } Sec. 31
 250.00 m W of E. Bdy }

AREAS:	HECTARES	ACRES
Well Site =	1.294	3.20
Access Road =	0.358	0.88
Total =	1.652	4.08

Title No: 822007207
 Owners or Occupants:
 The location of the Well Site and Access Road is agreed to this day of February, 1989.

[Signature]
 Owner or Occupant

[Signature]
 Witness

OPERATOR:
NUMAC OIL & GAS LTD.

There are no surface improvements within a 200 m. radius of the Well Centre except as shown. There are no major deposits within 5 km, and no minor deposits within 1.6 km, of the Well. There are no corporate limits of any urban centre within 1.5 km. of the Well. Survey marks found shown thus: ● Survey marks placed shown thus: ○ Portions referred to outlined thus: — Distances are in metres.

SCALE - 1:5000
 RO R/W Plan 822-0312
 466 No. 1 - E - 155 - 89

CAVEAT

TO THE REGISTRAR OF THE NORTH LAND REGISTRATION DISTRICT

TAKE NOTICE that I, NUMAC OIL & GAS LTD.

of EDMONTON in the Province of Alberta, A BODY CORPORATE
(Occupation)

claim an interest by virtue of an Alberta Surface Lease for a wellsite and access road, containing less than twenty (20) acres, in writing, dated the 17 day of February, 1989, by and between, KLAAS SIPMA of Peace River, Alberta as the Lessor and the Caveator herein as Lessee.

*Key
Sipma*

THE EAST HALF OF SECTION THIRTY ONE (31)
TOWNSHIP EIGHTY (80)
in RANGE TWENTY THREE (23)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, IN
EACH QUARTER SECTION.
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

Being lands described in Certificate of Title Number 822007207 standing in the register in

the name of KLAAS SIPMA

and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

I APPOINT NUMAC OIL & GAS LTD.
14th Floor, 9915 - 108th St., EDMONTON, in the Province of Alberta, as the place
at which notices and proceedings relating hereto may be served.

DATED this 20 day of FEBRUARY A.D. 19 89

[Signature]
(Signature of Caveator or his Agent)

CAJ GAZDAG, AGENT FOR NUMAC OIL & GAS LTD.

CANADA } I,
PROVINCE OF ALBERTA } of the
To Wit: } in the Province of Alberta, (Occupation)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the
of
in the Province of Alberta,
this day of
A.D. 19

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

892190611

ORDER NUMBER: 48595883

ADVISORY

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Dated A.D. 19
REGISTERED 1989 S 2
001 CP 0001

92190611
CAVE - CAVEAT
001 CP 0001

ADP/E/LLIFT

92190611
CAVE - CAVEAT
001 CP 0001

CANADA } CAL GAZDAG
PROVINCE OF ALBERTA } of the CITY } CALGARY
To Wit: } in the Province of Alberta,

MAKE OATH AND SAY AS FOLLOWS:

1. I am agent for the above-named Caveator.
2. 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the CITY
of CALGARY
in the Province of Alberta,
this 26 day of JULY
A.D. 19 89

[Signature]

[Signature]
A Commissioner for Oaths in and for the Province of Alberta
LAURIE BESSETTE, COMMISSION EXPIRES: 02/19/91

CAVEAT

98
89

ALBERTA SURFACE LEASE

This Indenture of Lease made the 24 day of JULY A.D. 19 89

BETWEEN: KLAAS SIMA

of PEACE RIVER, in the Province of Alberta, _____
(hereinafter called "the Lessor")

- and -
NUMAC OIL & GAS LTD.

(hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or 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 exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

THE EAST HALF OF SECTION THIRTY ONE (31)
TOWNSHIP EIGHTY (80)
RANGE TWENTY THREE (23)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, IN EACH QUARTER SECTION,
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

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

WHEREAS the Lessor has agreed to lease and grant a certain portion 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, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of _____
_____ dollars, (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

- (i) rental: _____ (dollars)
- (ii) compensation for severance, inconvenience, and damage to the demised premises _____ (dollars)

(b) for each subsequent year the sum of _____ (dollars) payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. Taxes Paid by Lessor:

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. Quiet Enjoyment:

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and Lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. Renewal:

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinafter provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

4. Fencing:

During the continuance of this Lease, to erect and put upon the boundaries of the sites and roadways constructed or placed by the Lessee on the demised premises a good substantial fence if so requested by the Lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

5. Taxes Payable by Lessee:

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

6. Compensation for Damages:

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. Review of Rental:

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration legislation in force.

8. Surrender:

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. Reduction of Acreage:

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. Removal of Equipment:

The Lessee may at all times during the continuance of this lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. Discharge of Encumbrances:

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of 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 rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. Assignment by Lessee:

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests 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 clause.

13. 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 Lease, 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 (30) days of the receipt of such notice.

14. Notices:

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days after the mailing thereof, postage prepaid.

15. Addresses:

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee 14th Floor, 9915 - 108th Street, EDMONTON, Alberta T5K 2G8

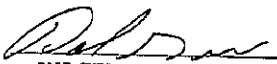
Lessor Box 215, PEACE RIVER, Alberta T0H 2X0

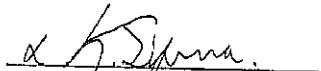
These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the above named Lessor in the presence of:


DALE GUIDI


KLAAS SIPMA

NUMAC OIL & GAS LTD.

POWER OF ATTORNEY

I, _____ being married to the within named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.

KS

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- 1. This document was acknowledged before me by _____, apart from her husband/his wife.
2. _____ acknowledged to me that she/he:
(a) Is aware of the nature of the disposition;
(b) Is aware that The Dower Act, 1970, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
(c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.
(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _____ in the Province of _____ this _____ day of _____, A.D. 19 _____.

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

CANADA PROVINCE OF ALBERTA TO WIT:

DOWER AFFIDAVIT

I, KLAAS SIPMA of PEACE RIVER in the Province of Alberta, FARMER, make oath and say: (occupation)

KS

THAT I am the Lessor named in the within instrument.

~~THAT I am not married.~~

OR

THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at PEACE RIVER in the Province of Alberta, this 24 day of JULY A.D. 19 89 x K. Sipma KLAAS SIPMA

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

DALE GUIDI, COMMISSION EXPIRES: 03/05/91

CANADA PROVINCE OF ALBERTA TO WIT:

AFFIDAVIT OF EXECUTION

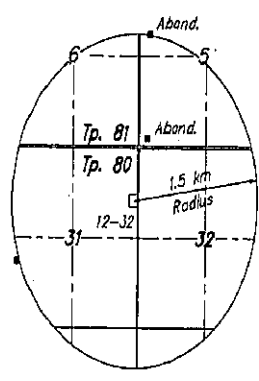
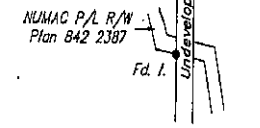
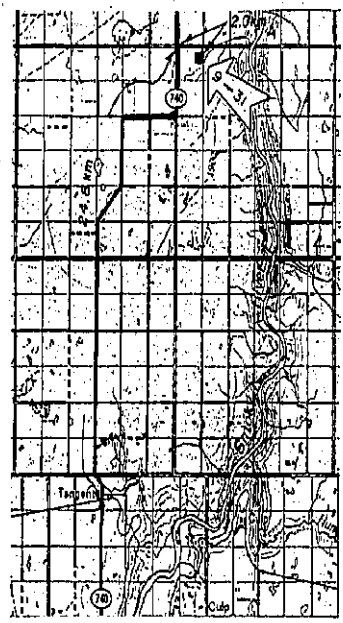
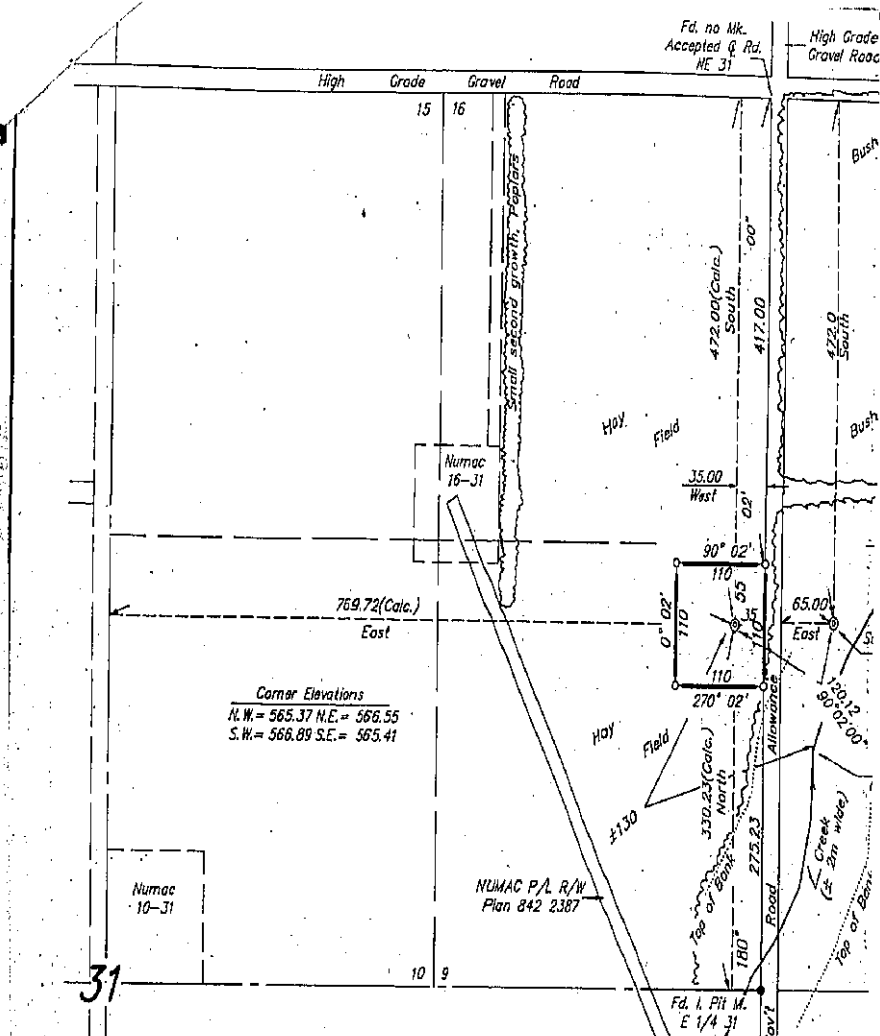
I, DALE GUIDI of CITY OF CALGARY in the Province of Alberta, LAND AGENT, make oath and say:

- 1. THAT I was personally present and did see KLAAS SIPMA named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the Postal District of PEACE RIVER, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said KLAAS SIPMA and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CITY OF CALGARY in the Province of Alberta, this 24 day of JULY A.D. 19 89 DALE GUIDI

A Commissioner for Oaths, a Notary Public in and for the Province of Alberta.

CAL GAZDAG, COMMISSION EXPIRES: 01/29/92



DWELLING SKETCH

1 : 50,000

Existing Dwellings are shown thus ■

CAVEAT

TO THE REGISTRAR OF THE NORTH LAND REGISTRATION DISTRICT
TAKE NOTICE that I, *D.H.* NUMAC OIL & GAS LTD.

of EDMONTON in the Province of Alberta, A Body Corporate
(Occupation)
claim an interest by virtue of an Alberta Surface Lease for a wellsite and
access road containing less than twenty (20) acres, in writing, dated
the *24* day of JULY, A.D. 1989, by and between KLAAS SIPMA, of Peace
River, Alberta as the Lessor and the Caveator herein as Lessee.

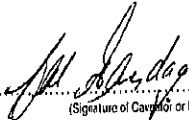
in THE EAST HALF OF SECTION THIRTY ONE (31)
TOWNSHIP EIGHTY (80)
RANGE TWENTY THREE (23)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, IN EACH QUARTER SECTION,
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

Being lands described in Certificate of Title Number 822007207 standing in the register in
the name of KLAAS SIPMA

and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or
interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

I APPOINT NUMAC OIL & GAS LTD.
14th Floor, 9915 - 108th Street, EDMONTON in the Province of Alberta, as the place
at which notices and proceedings relating hereto may be served.

DATED this *26* day of JULY A.D. 19 *89*


.....
(Signature of Caveator or his Agent)
Cal Gazdag, Agent for Numac Oil & Gas Ltd.

CANADA
PROVINCE OF ALBERTA } I,
To Wit: } of the } of
in the Province of Alberta, } (Occupation)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the
of
in the Province of Alberta,
this day of
A.D. 19

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

912127981

ORDER NUMBER: 48595883

ADVISORY

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241227521 REGISTERED 1991 05 28
CAVEAT
DOC 1 OF 1 PREP: 2507524 ADE/SGOLKO
CONTACT: 0013705125 0013705133

CANADA }
PROVINCE OF ALBERTA } I, CAL GAZDAG
To Wit: } of the CITY of CALGARY
} in the Province of Alberta,

MAKE OATH AND SAY AS FOLLOWS:

RE

1. I am agent for the above-named Caveator.

2. 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the CITY
of CALGARY
in the Province of Alberta,
this 17th day of MAY
A.D. 1991.

CAVEAT


CAL GAZDAG


A Commissioner for Oaths in and for the Province of Alberta
ELAINE STAMM, COMMISSION EXPIRES: 05/27/92

CAVEAT

TO THE REGISTRAR OF THE NORTH LAND REGISTRATION DISTRICT

TAKE NOTICE that I, NUMAC OIL & GAS LTD.

of EDMONTON in the Province of Alberta, A BODY CORPORATE
(Occupation)

claim an interest by virtue of an Alberta Surface Lease Agreement for the purpose of a wellsite and access road containing less than twenty (20) acres, in writing, dated the 16th day of May, 1991, by and between KLAAS SIPMA of Peace River, Alberta as Lessor and the Caveator herein as Lessee.

in

- ✓ FIRST: THE NORTH EAST QUARTER OF SECTION THIRTY ONE (31) TOWNSHIP EIGHTY (80) RANGE TWENTY THREE (23) WEST OF THE FIFTH MERIDIAN, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.
- ✓ SECOND: THE SOUTH EAST QUARTER OF SECTION THIRTY ONE (31) TOWNSHIP EIGHTY (80) RANGE TWENTY THREE (23) WEST OF THE FIFTH MERIDIAN, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

Being lands described in Certificate of Title Number 822 007 207 standing in the register in

the name of KLAAS SIPMA

and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

I APPOINT NUMAC OIL & GAS LTD. 1400, 9915.- 108th Street EDMONTON in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 17th day of MAY A.D. 19 91

[Signature]
(Signature of Caveator or his Agent)
CAL. GAZDAG, AGENT FOR:
NUMAC OIL & GAS LTD.

CANADA }
PROVINCE OF ALBERTA } I,
To wit: } of the
} In the Province of Alberta, of
(Occupation)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the
of
In the Province of Alberta,
this day of
A.D. 19

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

942183746

ORDER NUMBER: 48595883

ADVISORY

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FORM 27

LAND TITLES ACT
(Section 131)

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Sophia Peeters, as agent for Numac Energy Inc., of the City of Calgary,
in the Province of Alberta, make oath and say as follows:

1. I am the agent for the above-named Caveator.
2. 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 embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the City of
Calgary in the Province of Alberta
this 27th day of May,
A.D., 1994

Linda Park
A Commissioner for Oaths
in and for the Province of Alberta

Sophia Peeters
Sophia Peeters

LINDA M. PARK
my commission expires
November 5, 1994

942183/46 REGISTERED 1994 06 15
CAVEAT - CAVEAT
DOC / A OF 4 DRR#: 5351874 ADR/RNOORANI
LINC/MS: 0013705125 0013705133

7/17

FORM 26
LAND TITLES ACT
(Section 130)

CAVEAT FORBIDDING REGISTRATION

Take notice that *Numac Energy Inc.*, of the City of Calgary, in the Province of Alberta claim an interest in the lands described below by virtue of a Surface Lease dated July 16, 1980 between *Klaas Sipma* ("the Lessor") and *Numac Energy Inc.* ("the Lessee") (successor in interest to *PanCanadian Petroleum Limited*).

in the land described as follows:

MERIDIAN 5 RANGE 23 TOWNSHIP 80 SECTION 31
QUARTER NORTH EAST
✓ EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

(AS MORE PARTICULARLY DESCRIBED ON CERTIFICATE OF TITLE NO: 822 007 207)

THE LANDS LEASED ABOVE DO NOT EXCEED 20 ACRES MORE OR LESS

standing in the register in the name of:

✓ *Klaas Sipma*;

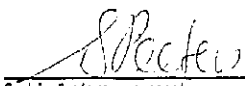
and I forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

321 - 6th Avenue S.W.
Calgary, Alberta
T2P 3H3

In witness whereof I have hereto subscribed my name this 26th day of May, A.D., 1994.

NUMAC ENERGY INC.


Sophia Peeters, as agent

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002057798

ORDER NUMBER: 48595883

ADVISORY

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REG CAVI - 98

CAVEAT FORBIDDING REGISTRATION

To the Registrar of the North Alberta Land Registration District

Take Notice that INTERACTION RESOURCES LTD., a body Corporate
of the City of CALGARY in the Province of Alberta,

claims an interest in the following described lands under and by virtue of a Surface Lease Agreement, for a Well Site and Access Road containing 3.24 acres, made in writing and dated the 28th day of February, 2000, between KLAAS SIPMA of BOX 7017, PEACE RIVER, ALBERTA T8S 1S7 as Lessor and the said INTERACTION RESOURCES LTD., as Lessee. The said Well Site and Access Road are shown on the plan attached hereto marked Exhibit "A".

in
MERIDIAN 5 RANGE 23 TOWNSHIP 80
SECTION 31
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES & MINERALS
AND THE RIGHT TO WORK THE SAME
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

as more particularly described in certificate of title 822 007 207 standing in the registrar in the name of

KLAAS SIPMA

and it forbids the

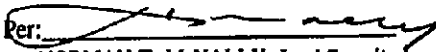
registration of any person as transferee or owner of, or of any instrument affecting the said estate or interests

unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It Appoints INTERACTION RESOURCES LTD. 700, 639 - 5 AVE. SW, CALGARY, ALBERTA T2P 0M9 as the place at which notices and proceedings relating hereto may be served.

Dated this 1ST day of MARCH, 2000

INTERACTION RESOURCES LTD.
by its Agent:
McNally Land Services Ltd.

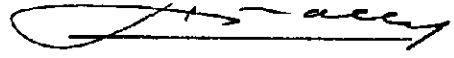
Per: 
NORMAN T. McNALLY, Land Consultant

Canada)
)
 Province of Alberta) I, NORMAN T. McNALLY
) of the City of Calgary
)
 To Wit:) in the Province of Alberta Land Consultant
 (Occupation)

make oath and say as follows:

1. I am the agent for the above-named Caveator.
2. 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 purposes of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the City
 of Calgary
 in the Province of Alberta
 this 1ST day of MARCH
 2000





 Dianne M. McKay A Commissioner for Oaths
 in and for the Province of Alberta

MY COMMISSION EXPIRES 07/20 AD. 2001

RE

Caveat

I certify that the within instrument is duly
 Entered and Registered in the Land Titles
 Office for the Alberta Land
 Registration District of
 Province of Alberta.

Registrar
 A.L.R.D.

Solicitor's File No. _____

Canada)
)
 Province of Alberta) I,
) of the of
)
 To Wit:) in the Province of Alberta

(Occupation)
 make oath and say as follows:

1. I am the within Caveator.
2. I believe that I have 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 embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the)
 of)
 in the Province of Alberta)
 this day of)
 2000.)

 A Commissioner for Oaths
 in and for the Province of Alberta

Twp. 81

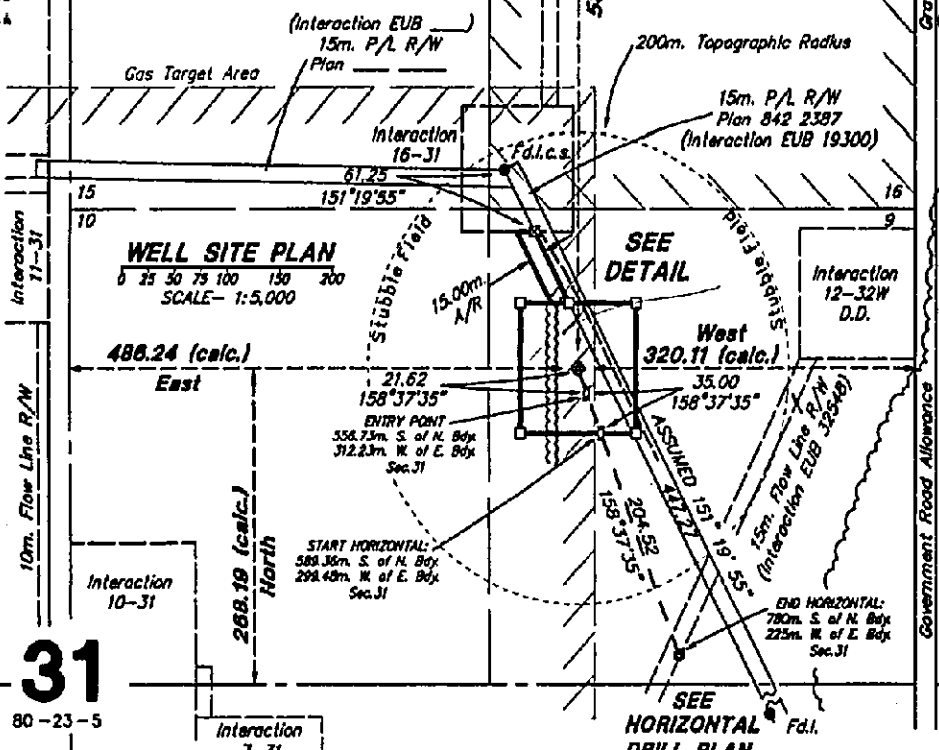
Government Road Allowance High Grade Gravel Road

Twp. 80

Exhibit "A"

Corner Elevations

N.W.: 566.6 N.E.: 566.3
S.W.: 566.8 S.E.: 566.8



31

80-23-5

Plan Showing Survey of
INTERACTION HZ TANGENT 9-31-80-23
Well Site (Horizontal Drill) and Access Road
from a Surface Location in
L.S. 9 Sec. 31 Twp. 80 Rge. 23 W. 5 M.

I, Herb Kral, Alberta Land Surveyor, of Edmonton, Alberta, certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and was completed on the 16th day of February 2000.

Alberta Land Surveyor

Witness (Nancy King)



EDMONTON-
1-800-485-6233
CALGARY-
234-7899



ELEVATION ON GROUND
AT WELL LOCATION = 566.88

CO-ORDINATES:
(Surface)
--- 536.58 --- m. S. of N. Bdy } Sec. 31
--- 320.11 --- m. W. of E. Bdy }

(End Horizontal Drill)
--- 780.02 --- m. S. of N. Bdy } Sec. 31
--- 225.00 --- m. W. of E. Bdy }
GEO Co-ordinates (Surface) UTM Co-ordinates
55°58'49.0" Latitude } NAD 83 } 6204038.87 N
117°34'56.2" Longitude } } 463666.18 E
55°59'48.9" Latitude } NAD 27 } 6203819.55 N
117°34'51.4" Longitude } } 463748.50 E
Well Center and Geographic Co-ordinates are calculated using A.T.S. digital file dated December, 1995.

AREAS:	HECTARES	ACRES
Well Site	= 1.210	2.99
Access Road	= 0.103	0.25
Total	= 1.313	3.24

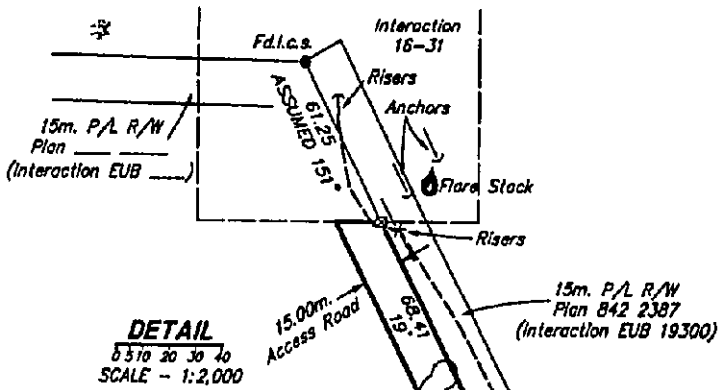
Datum: S.E. Corner 12-32W-80-23 W.5M. Elev. = 565.41
Survey marks found shown thus: ●
Iron Spikes placed shown thus: ▲
Wooden Stakes placed shown thus: ▽
Calculated Point shown thus: ⊠
Portions referred to outlined thus: ———
Distances are in metres.

- The Proposed Well :
- | | | |
|--|-------------------------------------|-------------------------------------|
| - Is at least 1.5 km. from the Corporate Limits of a City, Town or Village | YES | NO |
| - Is outside any Potential Coal Development Area | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Is at least 100 m. from any Surface Improvements (Buried Pipe) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| - Is at least 40 m. from any Surveyed Road | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Is at least 5.0 km. from a Lighted Aerodrome | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Is at least 1.6 km. from an Unlighted Aerodrome | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Is exempt from the Alberta Community Development Approval | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Meets the Land Reclamation Guidelines (drainage & elevation) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

OPERATOR:
INTERACTION RESOURCES LTD.

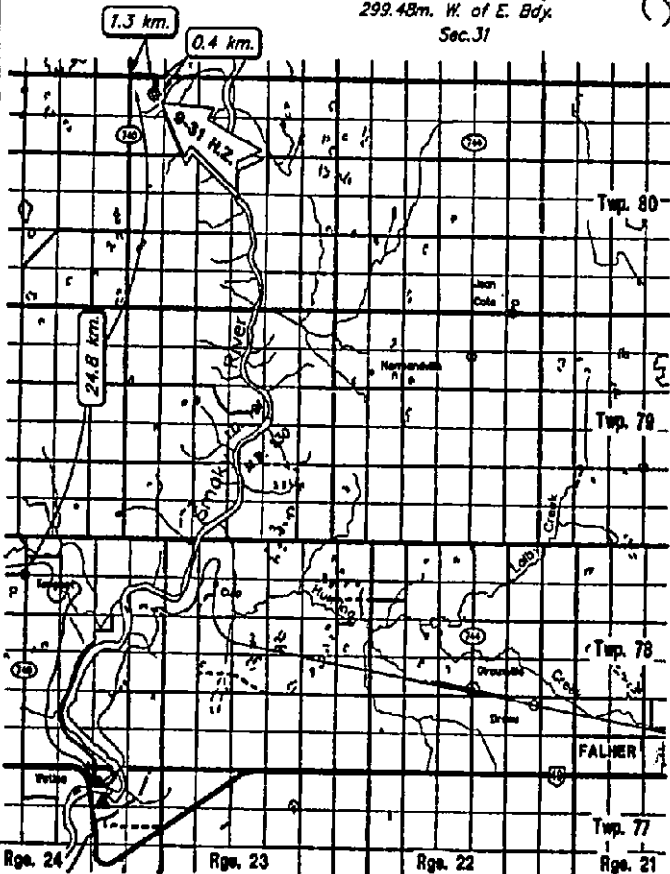
REV. REVISION:
DATE: Feb. 23, 2000. JOB No.: 000122-E
CM-NP-U.S.

Interaction Resources Ltd.



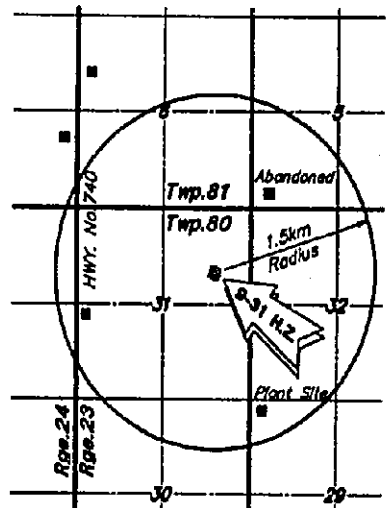
APPROXIMATE AREAS:	
Well Site (Within Plan B42 2387)	0.171 ha (0.42 Ac.)
Well Site (Without Above)	1.039 ha (2.57 Ac.)
Access Road	0.103 ha (0.25 Ac.)
Total	1.313 ha (3.24 Ac.)

ACCESS MAP
 0 1 2 3 4 5 10 km.
 SCALE - 1:250,000



START HORIZONTAL:
 589.36m. S. of N. Bdy.
 299.48m. W. of E. Bdy.
 Sec. 31

END HORIZONTAL:



DWELLING SKETCH

0 250 500 750 1000 1500 2000 2500
 SCALE - 1:50,000

NOTE:

Existing Dwellings are shown thus: ■

1/WE the landowner(s), consent to the location of the well site and access road as shown on this plan and have no objections to the E.U.B. issuing the Drilling Licence.

NOTES:

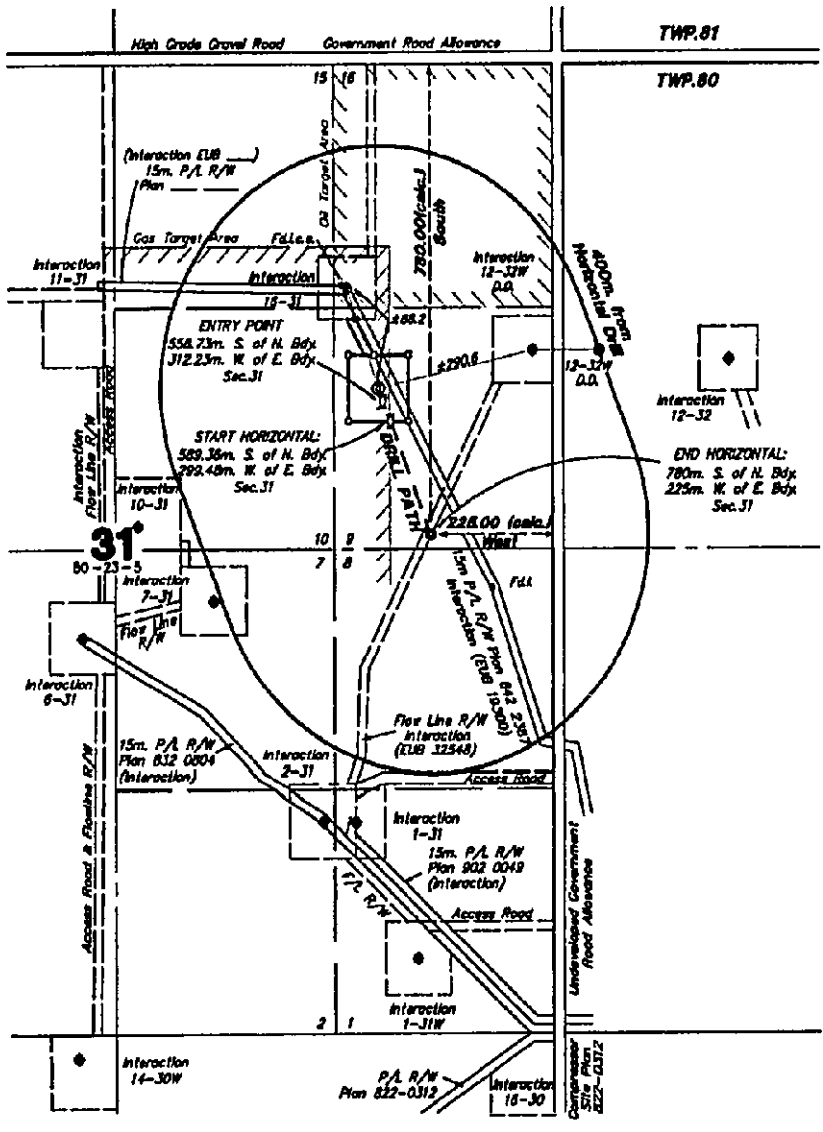
1. The closest urban center is the Town of Grimshaw ±22 km. North of the well center.
2. To our best knowledge the closest known permanently occupied dwelling is ±1.3 km. S.W. of the well center.
3. No seismic evidence was found at the time of survey.

Witness _____ Owner(s) _____ Date _____
 Witness _____ Occupant(s) _____ Date _____

REV. REVISION:
 DATE: Feb. 23, 2000. JOB No.: 000122-E

Interaction Resources Ltd.

200-067



HORIZONTAL DRILL PLAN
 0 50 100 200 300 400 500 600
 SCALE - 1:10,000

REV.	REVISION:
DATE: Feb. 23, 2000.	JOB No.: 000122-E

002057798 REGISTERED 2000 03 06
CAVE - CAVEAT
DOC 1 OF 2 DRR#: 8450438 ADR/CIOW
LINC/S: 0013705125