



## LAND TITLE CERTIFICATE

5

LINC	SHORT LEGAL
0017 656 620	4;15;41;3;NE
0034 796 391	4;15;41;3;SE

TITLE NUMBER  
212 150 407 +1

**LEGAL DESCRIPTION**

~~FIRST~~

THE NORTH EAST QUARTER OF SECTION THREE (3)  
TOWNSHIP FORTY ONE (41)  
RANGE FIFTEEN (15)  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.  
EXCEPTING THEREOUT:  
0.405 HECTARES (1 ACRE) MORE OR LESS, AS SHOWN ON  
PLAN 149MC.  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME.

**SECOND**

MERIDIAN 4 RANGE 15 TOWNSHIP 41  
SECTION 3  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.  
EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS  
A) PLAN 149MC ROAD 0.87 2.15  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

**MUNICIPALITY: FLAGSTAFF COUNTY**

REFERENCE NUMBER: 212 009 446 +1

REGISTERED OWNER(S)  
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION  
-----  
212 150 407 08/07/2021 TRANSFER OF LAND SEE INSTRUMENT

212 150 407 09/07/2021 TRANSFER OF LAND

**SEE INSTRUMENT**

## OWNERS

WADE ARLEN WILSON

( CONTINUED )

AND  
SUSAN JENNIFER WILSON  
BOTH OF:  
BOX 21  
SILVER VALLEY  
ALBERTA T0H 3E0  
AS JOINT TENANTS

-----  
ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
815CE	17/10/1919	CAVEAT CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY.
3813KM	04/12/1956	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AFFECTED LAND: 4;15;41;3;NE AS TO PORTION OR PLAN: 2035KS "TAKES PRIORITY DATE OF CAVEAT #7695KB DATA UPDATED BY TRANSFER OF UTILITY RIGHT OF WAY #6699SQ"
5796LG	04/03/1959	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AFFECTED LAND: 4;15;41;3;SE "DATA UPDATED BY TRANSFER OF UTILITY RIGHT OF WAY #6699SQ"
802 204 046	05/09/1980	UTILITY RIGHT OF WAY GRANTEE - PHOENIX GAS CO-OP LTD. 807-2 AVE WAINWRIGHT ALBERTA T9W1C4 AFFECTED LAND: 4;15;41;3;SE (DATA UPDATED BY: CHANGE OF NAME 062475123)
952 257 332	27/09/1995	CAVEAT RE : SEE CAVEAT CAVEATOR - ALBERTA POWER LIMITED. 10035 105 STREET, EDMONTON ALBERTA T5J2V6 AGENT - LESLIE LOWE AFFECTED LAND: 4;15;41;3;NE
042 406 805	20/09/2004	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - TIVERTON PETROLEUMS LTD. 710 635 8 AVE SW CALGARY

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

# 212 150 407 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P3M3  
AGENT - MIKE MORK

052 091 334 10/03/2005 CAVEAT

RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - TIVERTON PETROLEUMS LTD.  
710 635 8 AVE SW  
CALGARY  
ALBERTA T2P3M3  
AGENT - MIKE MORK  
AFFECTED LAND: 4;15;41;3;SE

062 140 334 01/04/2006 CAVEAT

RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - ATCO ELECTRIC LTD.  
ATTN LAND & RECORDS MANAGEMENT  
10035 105 ST  
EDMONTON  
ALBERTA T5J2V6  
AGENT - NATALYA MAXWELL  
AFFECTED LAND: 4;15;41;3;SE

052 254 684 27/06/2005 CAVEAT

RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - TIVERTON PETROLEUMS LTD.  
710 635 8 AVE SW  
CALGARY  
ALBERTA T2P3M3  
AGENT - MIKE MORK  
AFFECTED LAND: 4;15;41;3;SE  
"ENDORSED BY 112138779 ON 20110513"

112 138 790 13/05/2011 DISCHARGE OF CAVEAT 052254684

PARTIAL  
EXCEPT PLAN/PORTION: 1026534

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 17 DAY OF  
NOVEMBER, 2025 AT 01:50 P.M.

ORDER NUMBER: 55569283

CUSTOMER FILE NUMBER: CLHBID/wf



\*END OF CERTIFICATE\*

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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:**

**815CE**

**ORDER NUMBER: 55569924**

## **ADVISORY**

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815 C E  
DATED 16th AUGUST, 1913.

ACT 1919

41  
13 A

# CAVEAT

411 Sec. 3-41-15, W. 4th.

I certify that the within instrument is  
fully Entered and Registered in the Land  
Titles Office for the North Alberta Land  
Registration District at Edmonton, in the  
Province of Alberta at 10 o'clock  
A.M. on the 19th day of August  
A.D. 1919, Number 815  
Folio 24.

GEO. A. WALKER,  
1.D. 4053. *Geo. A. Walker*  
Registrator  
A. M. 10 o'clock  
A.D. 1919  
Solicitor, C.P.R.

35 GEO. A. WALKER,  
Solicitor, C.P.R.  
Calgary, Alta.  
*Geo. A. Walker*

J, ALLAN CAMERON, of the City of Calgary, in the Province of Alberta,

make oath and say as follows:—

1. I am the General Superintendent of Lands of and Agent for the above named Caveators.

2. I believe that the said Caveators 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 proposing to deal therewith.

SWORN before me at Calgary,

in the Province of Alberta,

this 14 day of October

A.D. 1919

  
A. M. Duran  
A Commissioner in and for the Province of Alberta.

PROVINCE OF ALBERTA  
LAND TITLES ACT

To the Registrar of the North Alberta Land Registration District

*W.A.*  
Take Notice, that we, The Canadian Pacific Railway Company, having by Agreement for Sale dated the Second day of September, - - - - 1912 (a duplicate whereof is hereunto annexed) agreed to sell to **EFFIE DEEL WELSH**, - - - - - of **States of America**, Widow, in the Province of Illinois, one of the United States, the land hereinafter described, and it having in said Agreement for Sale been covenanted between us the said The Canadian Pacific Railway Company and the said **EFFIE DEEL WELSH**,

as follows: "That if the Purchaser, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators, or assigns approved as hereinafter provided, upon the surrender of this Contract and the execution by him or them of such transfer, shall be entitled to a transfer, conveying the said premises in fee simple, freed and discharged from all encumbrances, but subject to the reservations, limitations, provisos and conditions contained and expressed in the original grant from the Crown, and excepting and reserving thereout and therefrom all gas, petroleum, mines and minerals belonging to the Company which may be found to exist in, upon or under the said land, together with full power to the Company, its successors and assigns, to work the same, and for that purpose to enter upon and use and occupy the said land, or so much thereof and to such an extent as may be necessary for the effectual working of the said minerals, or mines, quarries, pits, seams and veins containing the same, and also reserving to the Company, its successors and assigns, the right at any time to enter upon the said land, to make surveys for any line of railway owned, leased or operated by the Company, and also reserving to the Company, its successors and assigns, the right to take and acquire a strip or strips of land one hundred (100 ft.) feet wide, or so much of said strip or strips of land as may be within the said described land, to be used for right of way or other railway purposes whenever the railway line of the Company, its successors or assigns, is or hereafter shall be located on or over or within fifty (50 ft.) feet of the said land. Provided further, that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, shall pay for the land so taken or acquired for such right of way or other railway purposes as aforesaid, a sum per acre not greater than

Thirteen (\$13.00), - - - - - Dollars being the price per acre paid therefor to the Company by the Purchaser." CLAIM an equitable interest under and by virtue of the said reservations contained in said Agreement for Sale in

All of Section Three (3), Township Forty-one (41), Range Fifteen (15), West of the Fourth (4th) Meridian, - - - - -

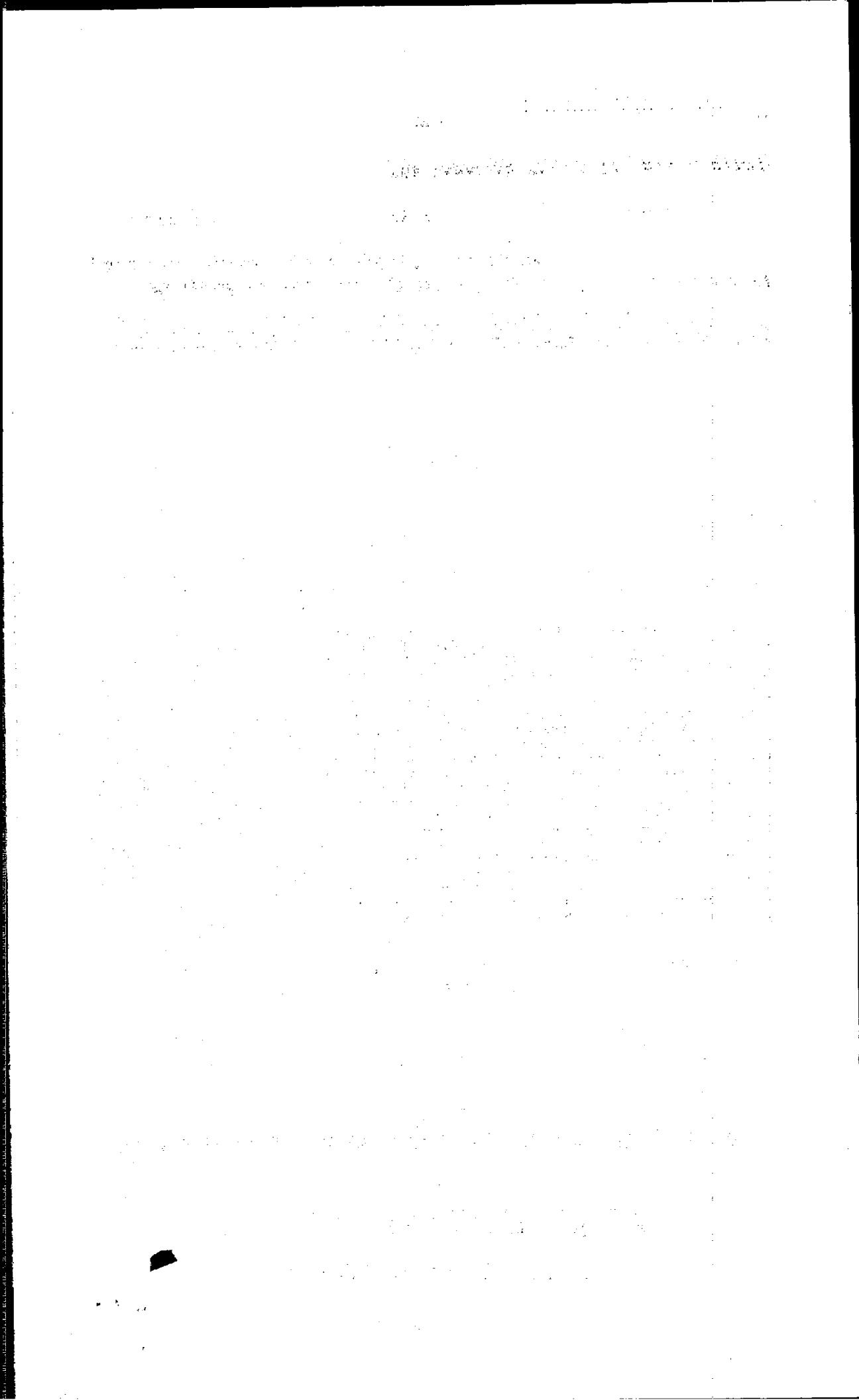
standing in the register in the name of us, the said The Canadian Pacific Railway Company, and we FORBID the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to our claim.

We appoint the Office of our Department of Natural Resources, Calgary, Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this Sixteenth day of August, - - - - A.D. 1912

THE CANADIAN PACIFIC RAILWAY COMPANY.

*W.A. Balfour*  
Per..... General Superintendent of Lands.



## FORM A.D

CANADIAN PACIFIC RAILWAY COMPANY  
DEPARTMENT OF NATURAL RESOURCES

## LAND CONTRACT

This Contract made this Second----- day of September----- in the year 1912, between The Canadian Pacific Railway Company (hereinafter called "the Company") and  
EFFIE DELL WELSH of Toulon, in the State of Illinois, one of the  
United States of America, Widow,-----

(hereinafter called "the Purchaser")

Witnesseth, that in consideration of the conditions and stipulations herein contained and the payments to be made as herein specified, the performance of each and every of the said conditions and stipulations as well as the making of the said payments being expressly declared a condition precedent and of the essence of this contract, the Company hereby agrees to sell to the Purchaser

All of

Section Three (3)----- in Township No. Forty-one (41)----- Range No. Fifteen (15)-----West of the 4th Meridian, containing, according to the Dominion Government Survey Six hundred and forty (.640)----- acres, be the same more or less, subject to the rights of way and other reservations hereinafter mentioned and excepted, for the sum of Eight thousand three hundred and twenty (\$8320)--- Dollars being at the rate of Thirteen (\$13)----- Dollars per acre; of which the Purchaser has paid the sum of One thousand six hundred and sixty-four (\$1664)-----

Dollars on account of the principal, and the Purchaser in consideration of the premises, hereby agrees to pay to the Company at the office of its Department of Natural Resources, at the City of Calgary, in the Province of Alberta, the following sums of principal and interest, at the several times below named:

WHEN DUE	PRINCIPAL	INTEREST
2nd Payment ..... September 2nd, 1913	\$..... 739.55...	\$..... 399.35... <i>Pd</i>
3rd Payment ..... " " 1914	739.55...	354.98... <i>Pd</i>
4th Payment ..... " " 1915	739.55...	310.61... <i>Pd</i>
5th Payment ..... " " 1916	739.55...	266.23... <i>Pd</i>
6th Payment ..... " " 1917	739.55...	221.86... <i>Pd</i>
7th Payment ..... " " 1918	739.55...	177.49... <i>Pd</i>
8th Payment ..... " " 1919	739.55...	133.11... <i>Pd</i>
9th Payment ..... " " 1920	739.55...	88.74... <i>Pd</i>
10th Payment ..... " " 1921	739.60...	44.37... <i>Pd</i>

AND THE PURCHASER HEREBY AGREES and binds himself, his executors, administrators and assigns, and this contract is made on the following express stipulations and conditions:

1. THAT all improvements placed upon the said land shall remain thereon, and shall not be removed or destroyed until final payment has been made for the said land.

2. THAT he will punctually pay the sums of money above specified as each of the same becomes due, and will pay interest at the rate of six per centum per annum upon all payments in default whether of principal or interest.

3. THAT he will regularly and duly pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and if the Purchaser or the approved Assignee, as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or approved Assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser, his legal representative or assigns, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

4. THAT he will cut no wood or timber from said land, except a sufficient quantity for fuel and fencing, for actual and necessary use thereon and for buildings to be erected thereon.

5. THAT if the Purchaser, his legal representatives or assigns shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators or assigns approved as hereinafter provided, upon the surrender of this contract and the execution by him or them of such transfer, shall be entitled to a transfer, the conveying the said premises in fee simple freed and discharged from all encumbrances, but subject to the reservations, limitations, provisos and conditions contained and expressed in the original grant from the Crown, and excepting and reserving thereout and therefrom all gas, petroleum, mines and minerals belonging to the Company which may be found to exist in, upon or under the said land, together with full power to the Company, its successors and assigns, to work the same, and for that purpose to enter upon and use and occupy the said land, or so much thereof and to such an extent as may be necessary for the effectual working of the said minerals, or mines, quarries, pits, seams and veins containing the same, and also reserving to the Company, its successors and assigns, the right at any time to enter upon the said land to make surveys for any line of railway owned, leased or operated by the Company, and also reserving to the Company, its successors and assigns, the right to take and acquire a strip or strips of land 100 feet wide, or so much of said strip or strips of land as may be within the said described land, to be used for right of way or other railway purposes whenever the railway line of the Company, its successors or assigns is or hereafter shall be located on or over or within 50 feet of the said land. Provided further, that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, shall pay for the land so taken or acquired for such right of way or other railway purposes as aforesaid, a sum per acre not greater than **Thirteen (\$13)** Dollars, being the price per acre

paid therefor to the Company by the Purchaser.

6. THAT if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid, or any of them within the times above limited, respectively, or shall fail to fulfil and carry out in their entirety the terms, conditions and provisions of this contract, in the manner and within the times above mentioned and provided, the times of payment as aforesaid as well as the strict performance of each and every of the said other terms, conditions, provisions, and stipulations, being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this contract null and void, by notice in writing to that effect, personally served on the Purchaser or mailed in a registered letter addressed to him at the Post Office hereunder designated by him as his Post Office address, or in case of an approved assignment, personally served on the Assignee or addressed to the Assignee, at the Post Office or place of residence described in the assignment as his Post Office address or place of residence, or in case of the death of the Purchaser or Assignee, and no will of the deceased being proved, or personal representative appointed to his estate in the Province in which the said land is situate, within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void, without any notice, by cancelling the same in its books, and all rights and interests hereby created or then existing in favor of the Purchaser or his approved Assignee, or derived under this contract, shall thereupon cease and determine, and the premises hereby agreed to be sold, shall revert to and vest in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without any right on the part of the Purchaser or his Assignee to any reclamation or compensation for monies paid thereon.

7. THAT in case the Company at any time hereafter becomes entitled to cancel this contract, it shall, without prejudice to its right thereafter to cancel the same, have the right to enter into, have, hold, use, occupy, possess and enjoy the said land, and any improvements thereon, including any growing crops, without let, suit, hindrance, interruption or denial of the Purchaser, his executors, administrators or assigns, or any other person or persons whomsoever, and to occupy the said land personally, or by its servants or agents, or to lease the same to any person, firm or corporation, applying on this contract the net amount received by the Company therefrom after payment of all costs, charges and expenses in connection therewith, the Company to have entire discretion at its own option as to the method, the manner, and price of such occupation or letting.

8. THAT if squatters or other persons shall be found on any of the said land or to have any claim thereto, the Purchaser hereby undertakes their removal, or the settlement of such claim, and to obtain possession of the said land at his own cost and expense, unless he determines to abandon the property adversely possessed or claimed, of which determination notice in writing shall be given to the Company's Manager of the Department of Natural Resources, at the City of Calgary aforesaid, within one month from the date of the discovery of the fact of such adverse possession or claim, but in case of adverse possession or claim the Company shall have the right to cancel the sale, and if the Purchaser shall so abandon the property, or if such adverse possession or claim shall be maintained, or should prove to be under valid title, or, if the sale should be cancelled by the Company, the Purchaser shall have no claim for damages, nor upon any other ground, upon or against the Company save for the return with interest of the payment made on account of the land withheld from him.

9. THAT no assignment of this contract shall be valid unless the same shall be for the entire interest of the Purchaser and approved and countersigned by the Company's Manager of the Department of Natural Resources or other duly authorized person, and no agreement or condition or relations between the Purchaser and his Assignee or any other person acquiring title or interest from or through the Purchaser, shall preclude the Company from the right to convey the premises to the Purchaser on the surrender of this contract and the payment of the unpaid portion of the purchase money, and the execution of the transfer by the Purchaser, unless the assignment hereof be approved and countersigned by the said Manager of the Department of Natural Resources or other person as aforesaid.

10. ALL WORDS in the hereinbefore mentioned recitals, covenants, provisos and conditions, which import the singular number, shall be read and construed as applied to each and every person, male or female, named as "The Purchaser," and, in the case of a Corporation, to such Corporation and its successors, and in case of more than one person being named as "The Purchaser" the said recitals, covenants, provisos and conditions shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF The Canadian Pacific Railway Company has caused these presents in duplicate to be signed by its Manager of the Department of Natural Resources and the Purchaser has hereunto set his name and designated the undernamed place as his Post Office address, on the day and year first above written.

WITNESS

*P. B. Chardleigh*  
Manager.

WITNESS

*Effie Dell Melville*  
Purchaser.

As to Signature of Purchaser.

*Stoneton, Ill.*  
Post Office Address.

No. I.D. 4053.

Dated September 2nd, 1912

**The Canadian Pacific Railway Co.**

AND

EFFIE D. WELSH.

**Contract**

ALL of 3-41-15, W.4th.

GEO. A. WALKER  
Solicitor, Department of Natural Resources  
Canadian Pacific Railway Co.  
CALGARY, CANADA

Form No. 27—5000-4-12

THE ASSIGNMENT of the within Contract in favor of .....  
of ..... in the ..... of .....  
..... (Occupation) dated at ..... the ..... of ..... 19....  
is hereby approved.

DATED at Calgary, the ..... of ..... 19....

WITNESS:

Manager

Approved.....  
Solicitor.....

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**042406805**

**ORDER NUMBER: 55618235**

## **ADVISORY**

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CAVEAT  
FORBIDDING REGISTRATION  
"THE LAND TITLES ACT"

File R-1720(e)

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

Take Notice that TIVERTON PETROLEUMS LTD., a body corporate, with its head office at the City of Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of an Alberta Right-of-Way Agreement dated the 2<sup>nd</sup> day of September, A.D. 2004, and made between BONNIE HAAS as Grantor, and the Caveator as the Grantee and made part of this instrument for a pipeline right-of-way containing 6.35 acres more or less.

**FIRST: THE SOUTH EAST QUARTER OF SECTION (3) TOWNSHIP (41) RANGE (15) WEST OF THE FOURTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS . EXCEPTING THEREOUT: 0.870 HECTARES (2.15 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 149MC. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME. SECOND: THE NORTH EAST QUARTER OF SECTION THREE (3) TOWNSHIP FORTY ONE (41) RANGE FIFTEEN (15) WEST OF THE FOURTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS. EXCEPTING THEREOUT: 0.405 HECTARES (1 ACRE) MORE OR LESS, AS SHOWN ON ROAD PLAN 149MC. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME. AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NUMBER 912 169 904 ON REGISTRATION AT THE ALBERTA LAND REGISTRATION DISTRICT.**

Standing in the register in the name of BONNIE HAAS, of Toulon, in the State of Illinois, U.S.A., and it 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 subjected to its claim.

It appoints TIVERTON PETROLEUMS LTD., at 710, 635 - 8<sup>th</sup> Avenue S.W., Calgary, Alberta, T2P 3M3, as the place at which notices and proceedings relating hereto may be served.

Dated this 13<sup>th</sup> day of September, A.D. 2004.

TIVERTON PETROLEUMS LTD.

By its Agent:

Mike Mork

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: ) I, Mike Mork, of the City of Calgary, in the Province  
of Alberta, agent for the above Caveator, make oath and  
say as follows:

1. I am the agent for the within named caveator.
2. I believe that the caveator has a good and valid claim on the 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 with it.

SWORN before me at the City )  
of Calgary, in the Province of )  
Alberta, this 13<sup>th</sup> day of )  
September, 2004. )

  
\_\_\_\_\_  
MIKE MORK

Violet Fernandes  
A Commissioner for Oaths in and for the  
Province of Alberta.

Mike Mork  
Commissioner for Oaths  
Province of Alberta  
Expiry Date: Aug. 13, 2006

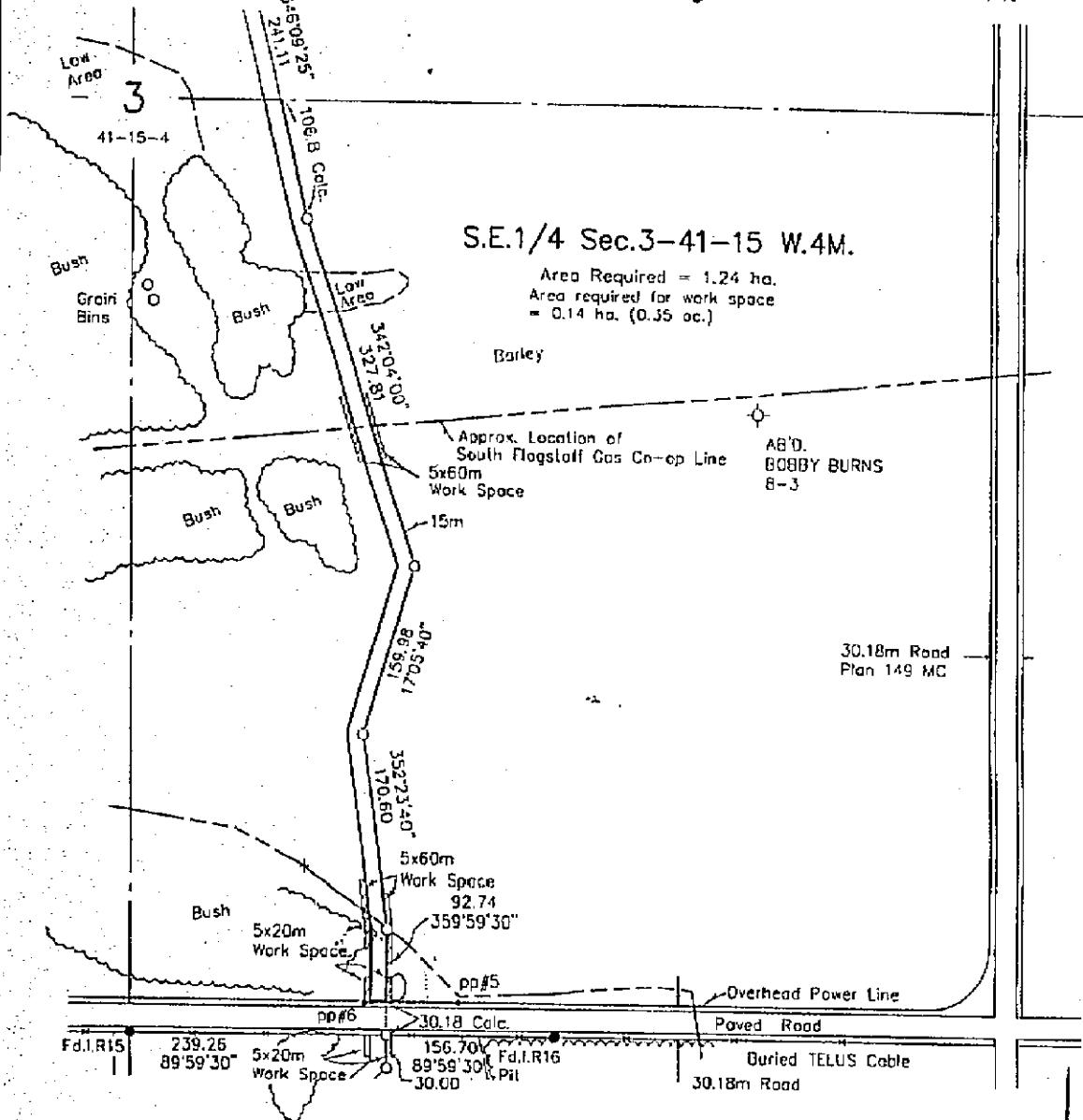
# TIVERTON PETROLEUMS LTD.

## INDIVIDUAL OWNERSHIP PLAN

SHOWING

### PIPELINE RIGHT-OF-WAY

S.E. 1/4 Sec. 3 Twp. 41 Rge. 15 W. 4 M.



SCALE 1:5000

Survey monuments found shown thus : ●

Survey monuments placed shown thus : ○

Portions referred to are shown thus : —○—

Distances are in metres.

AREA IN R/W = 1.24 ha  
(3.06 acres)

TITLE No.: 912 169 904

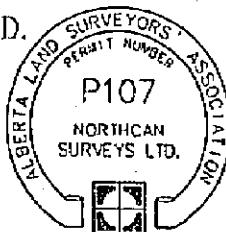
OWNER: BONNIE HAAS

NORTHCAN SURVEYS LTD.

Certified correct this 18TH day  
of AUGUST 2004.

WAYNE A. HUCK

A.L.S.



I/We the Landowner(s)/Occupant(s), consent to the Pipeline route as shown and I/We have no objections to the EUB issuing a Pipeline Permit.  
Agreed to this \_\_\_ day of \_\_\_ 200\_\_\_

Landowner(s)/  
Occupant(s): \_\_\_\_\_

Witness: \_\_\_\_\_

JOB No.: 0410626

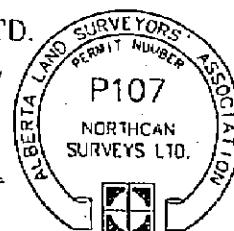
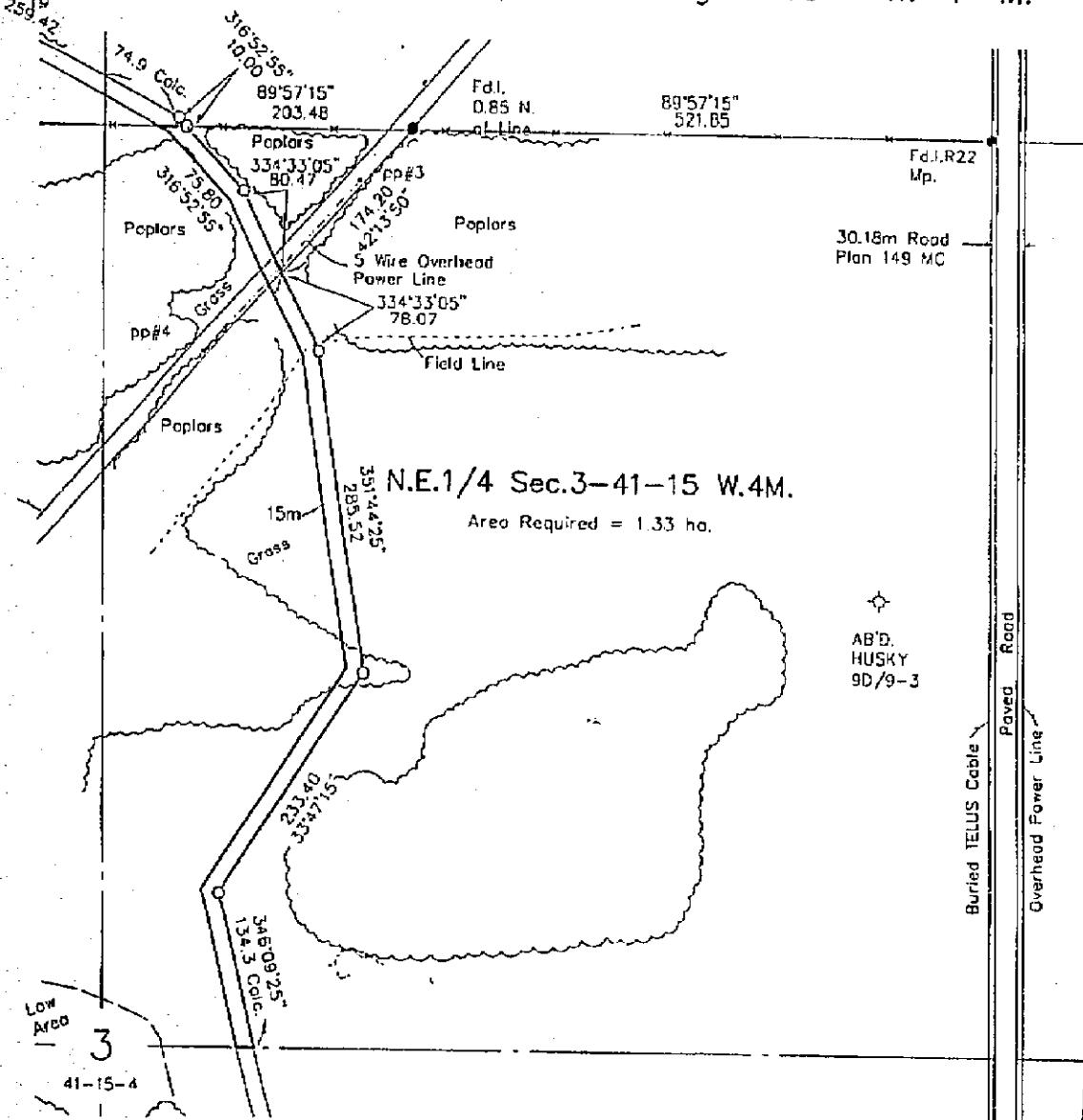
# TIVERTON PETROLEUMS LTD.

## INDIVIDUAL OWNERSHIP PLAN

SHOWING

### PIPELINE RIGHT-OF-WAY

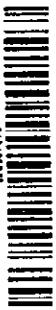
N.E. 1/4 Sec. 3 Twp. 41 Rge. 15 W. 4 M.



I/We the Landowner(s)/Occupant(s), consent to the Pipeline route as shown and I/We have no objections to the EUB issuing a Pipeline Permit. Agreed to this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

Landowner(s)/Occupant(s): \_\_\_\_\_

Witness: \_\_\_\_\_



042406805 REGISTERED 2004 09 20  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: 1655099 ADR/CRELLAND  
LINC/S: 0017656620 +

1 2

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**052091334**

**ORDER NUMBER: 55618235**

## **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  
FORBIDDING REGISTRATION  
"THE LAND TITLES ACT"

File: S-3692

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

Take Notice that TIVERTON PETROLEUMS LTD., a body corporate, with its head office at the City of Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of an Alberta Surface Lease Agreement dated the 16<sup>th</sup> day of February, A.D., 2005, and made between BONNIE HAAS as Lessor, and the Caveator as the Lessee and made part of this instrument for a well site and access road containing 2.45 acres more or less.

THE SOUTH EAST QUARTER OF SECTION (3), TOWNSHIP (41), RANGE (15), WEST OF THE FOURTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME, AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NUMBER 912 169 904 ON REGISTRATION AT THE ALBERTA LAND REGISTRATION DISTRICT.

Standing in the register in the name of BONNIE HAAS, of Toulon, in the State of Illinois, U.S.A., it 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 subjected to its claim.

It appoints TIVERTON PETROLEUMS LTD., 710, 635 - 8<sup>th</sup> Avenue S.W., Calgary, Alberta, T2P 3M3, as the place at which notices and proceedings relating hereto may be served.

Dated this 8<sup>th</sup> day of March, A.D. 2005.

TIVERTON PETROLEUMS LTD.



By Its Agent

Mike Mork

## AFFIDAVIT IN SUPPORT OF CAVEAT

C A N A D A )  
PROVINCE OF ALBERTA )  
T O W I T : ) I, Mike Mork, of the City of Calgary, in the Province  
of Alberta, agent for the above Caveator, make oath and  
say as follows:

1. I am the agent for the within named caveator.
2. I believe that the caveator has a good and valid claim on the 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 with it.

SWORN before me at the City )  
of Calgary, in the Province of )  
Alberta, this 8<sup>th</sup> day of )  
March, 2005. )

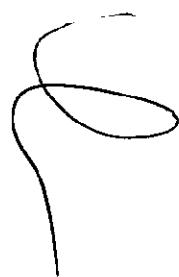
Catherine M. Warren  
A Commissioner for Oaths in  
and for the Province of Alberta.

**Catherine M. Warren**  
My Commission expires Nov. 22, 2005

Mike Mork  
Mike Mork



052091334 REGISTERED 2005 03 10  
CAVE - CAVEAT  
DOC 1 OF 1 DRR# 2304218 ADR/MKAPACH  
LINC/S: 0017656646

A handwritten signature, appearing to read 'MKAPACH', is written in cursive ink below the registration information.

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**062140334**

**ORDER NUMBER: 55618235**

## **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

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that WE, ATCO Electric Ltd., a body Corporate with its Head Office at 10035 - 105 Street, of the CITY OF EDMONTON, in the PROVINCE OF ALBERTA,

claim an interest therein as Grantee, under and by virtue of an unregistered distribution right of way agreement in writing, dated the 17<sup>th</sup> day of March, 2006 made between Bonnie Haas c/o David L. Cover Ltd. Bank I Bldg Suite 348 124 SW Adams St. Peoria, IL 61602 of the United States of America therein as Grantor, and ourselves therein as Grantee, referring to:

W4M 15-41-3 SE

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

being the lands described in Certificate of Title No. 912 169 904 in the registered name of Bonnie Haas 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 of title, as the case may be, is expressed to be subject to my claim.

I APPOINT 10035 - 105 STREET, at the CITY OF EDMONTON, in the PROVINCE OF ALBERTA, T5J 2V6, Attention: Land & Records Management, as the place at which notices and proceedings relating hereto may be served.

DATED this 23<sup>rd</sup> day of March A.D. 2006.

ATCO ELECTRIC LTD.

Pat Marshall

**Signature of the Agent**

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Natalya Maxwell  
of the CITY OF EDMONTON, in the PROVINCE  
OF ALBERTA  
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 in or proposing to deal therewith.

SWORN before me at the CITY OF EDMONTON )  
in the PROVINCE OF ALBERTA )  
this 23<sup>rd</sup> day of March A.D. 2006 )

A Commissioner for Oaths in and for  
the Province of Alberta

Art Marshall

**LORI LOVER-FORSYTH**  
A Commissioner for Oaths in and for  
the Province of Alberta  
My Commission Expires Jan. 13, 2008

W.O. D18575

This agreement made this 17<sup>th</sup> day of March, 20 06.

## DISTRIBUTION LINE RIGHT-OF-WAY AGREEMENT

BETWEEN:

**BONNIE HAAS**

(hereinafter referred to as "the Landowner")  
(GST Reg. No. N1a)

- and -

**ATCO ELECTRIC LTD.**  
a corporation having its head office  
at 10035 - 105 Street  
in the City of Edmonton,  
in the Province of Alberta

(hereinafter referred to as "the Company")

WHEREAS the Landowner is the registered owner, or is entitled to become the registered owner, of an estate in fee simple, subject to such encumbrances as are notified on the Certificate of Title, in that parcel of land in the Province of Alberta, being:

**THE SOUTH EAST QUARTER OF SECTION THREE (3)  
TOWNSHIP FORTY ONE (41)  
RANGE FIFTEEN (15)  
WEST OF THE FOURTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.  
EXCEPTING THEREOUT:  
0.870 HECTARES (2.15 ACRES) MORE OR LESS, AS SHOWN ON  
ROAD PLAN 149MC.  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME**

(hereinafter called "the Lands")

AND WHEREAS the Company wishes to construct, operate and maintain an electric distribution line in order to distribute electric energy;

NOW THEREFORE in consideration of the sum of Two Hundred  
Fifty (\$250 - 00) Dollars (the receipt and sufficiency of which is  
hereby acknowledged) paid to the Landowner by the Company, and in consideration of the mutual covenants  
contained in this agreement, the parties agree to the terms contained herein and the Landowner does hereby grant  
and transfer to the Company:

- (i) a right-of-way within, across, upon, under, over and through that portion of the Lands outlined in red on the sketch plan attached hereto or described in the metes and bounds description which follows or as shown on a plan of survey registered in the appropriate Land Titles Office (hereinafter referred to as "the right-of-way") for the purposes of surveying, erecting, burying, installing, constructing, operating, maintaining, inspecting, patrolling (including aerial patrolling), removing, replacing, reconstructing, altering and repairing an electric distribution line and all related equipment, including conductors, anchors, guy wires and related attachments as may be deemed necessary by the Company and the right to do the same on the right-of-way:

**ALL THAT PORTION OF THE SAID SE 3-41-15 W4M AS SHOWN COLORED IN RED ON THE PLAN HERETO ANNEXED AS SCHEDULE "B".**

(metes and bounds description, if applicable)

**AND/OR**

(ii) ~~the right to enter on and use that portion of the Lands shown colored in purple on the sketch plan attached hereto and forming a part hereof (hereinafter referred to as "the construction and maintenance easement lands") for the purposes of constructing, operating, maintaining, repairing and replacing an electric distribution line which is, or may be, constructed on the right of way described in paragraph (i) or on the road allowance or other lands adjacent to the construction and maintenance easement lands, including the right to enter on the construction and maintenance easement lands to remove trees and any other obstruction, which, in the opinion of the Company, might constitute a hazard to or detrimentally affect the security of the distribution line. Prior to exercising these latter rights, the Company shall make a reasonable attempt to give notice of its intention to enter the construction and maintenance easement lands to conduct such operations; and in exercising these rights, the Company shall conduct its operations in a good and workmanlike manner, minimizing the extent of trees and vegetation removed. In removing any trees, the Company may employ any method it deems appropriate, including the application of herbicides, but may not use soil sterilants without the prior consent of the Landowner;~~

**AND**

(iii) ~~the right, license, liberty, privilege and easement to suspend its distribution line wires, cross arms and other apparatus over the construction and maintenance easement lands; but the Company shall have no right to place any poles, anchors, guy wires or related attachments or other structures on the construction and maintenance easement lands.~~

**AND/OR**

(iv) ~~the right to enter on and use that portion of the lands shown colored in red on the sketch plan attached hereto and forming a part hereof (hereinafter referred to as "the pad mount lands") for the purposes of putting down, taking up, relaying, connecting, disconnecting, erecting, repairing, maintaining and operating pad mounted transformers, switching cubicles and connecting electrical distribution lines together with appurtenances incidental thereto, including the removal of any trees interfering with the proper erection, installation, maintenance and operation thereof.~~

The rights granted in this agreement are granted on the following terms and conditions:

1. Definitions: In this agreement, the expressions set out below shall have the following meanings:



(a) "Structure" means any pole or set of poles or other supports together with all attachments which may be placed on the right-of-way by the Company for the purposes of supporting electric energy conductors, other wires and equipment;

(b) "Electric Distribution Line" means a single series of structures located on the right-of-way and strung with one or more conductors or other wires whereby electric energy is distributed together with all related equipment and appurtenances.

2. The Landowner shall have free access to and use of the lands comprised in the right-of-way and/or the construction and maintenance easement lands, as the case may be provided, however, such access and use in favour of the Landowner shall not in any way interfere with the Company in the exercise of any of the rights granted by this agreement or any works of the company situate within, upon or over the right-of-way and/or the construction and maintenance easement lands. Without limiting the generality of the foregoing, the Company shall not fence the right-of-way and/or the construction and maintenance easement lands, or any portion thereof, without the consent of the Landowner.

3. The Company may, for its own purposes, construct gates in any fences which the Landowner might construct on the right-of-way or on the construction and maintenance easement lands. If such gates are constructed by the Company now or in the future, the Company shall consult with the Landowner and, if requested by the Landowner, shall furnish such gates with locks.

4. The Company shall be liable for physical and tangible damage done to real or personal property, such as damage to the surface of the lands, crops growing thereon, fences, livestock, agricultural improvements, equipment and buildings owned by the Landowner or lawful occupant by reason of the exercise by the Company of any or all of the rights granted by this agreement (excepting damage caused to the property of the Landowner by his own act or that of his employees, agents, contractors, occupant or lessee). In the event that the parties cannot agree at any time on the amount of compensation for damages payable to the Landowner hereunder, the parties shall submit the dispute for a determination to the Surface Rights Board or its successor. In the event the Board does not have jurisdiction to decide the matter at issue, the dispute may be submitted to arbitration pursuant to the arbitration legislation then in force in the Province of Alberta.

5. The Landowner shall not be liable to the Company for any damage caused to the distribution line which occurs as a result of the permitted use and occupation of the right-of-way by the Landowner or its agents, employees or contractors, excepting thereout all damage caused by the willful acts or negligence of the Landowner, his agents, employees, contractors, occupant or lessee.

6. The Company shall indemnify and hold harmless the Landowner against all actions, suits, claims, demands and expenses made or suffered by any person or persons, in respect of any loss, injury, damage or obligation to compensate, arising out of, or in connection with, or as a result of operations conducted by the Company, as well as in respect of any loss, injury or damage arising out of, or in connection with, any breach by the Company of the terms and conditions of this agreement, and this obligation shall survive the expiration or termination of this agreement.

7. Notwithstanding any rule of law or equity, all property affixed to the right-of-way by the Company or by its employees, agents or contractors shall, at all times, remain the property of the Company even though attached to the land.

8. The Landowner shall not erect or store upon the right-of-way or upon the construction and maintenance easement lands any buildings, structures, materials, agricultural products or equipment or any other obstructions that, in the opinion of the Company, may in any way interfere with the safe and efficient distribution of electric energy, nor shall the Landowner knowingly or recklessly create any hazardous situations on the right-of-way or on the construction and maintenance easement lands.

9. This Agreement shall be for so long as the Company, its successors and assigns desire and continue to maintain and operate an electric distribution line on or adjacent to the lands.

10. In the event the Company no longer requires the right to maintain a distribution line on the right-of-way, it shall, within a reasonable period of time, remove its structures and terminate all rights and obligations hereunder. Upon the Company removing its structures from the right-of-way, it shall restore the right-of-way to the same condition, to the extent such restoration is practical, as the Lands were prior to entry thereon and use

10/11

thereof by the Company and the Company shall remove and discharge any instrument or encumbrance registered against any Certificate of Title to the Lands and related to its interest in the Lands.

11. All notices to be given hereunder shall be in writing and all such notices and any payments to be made hereunder may be made or served personally or by registered letter addressed to the Landowner at:

At David L. Cover LTD.  
Bank 1 BHq  
Suite 348, 1245w Adams St.  
Peoria, IL 61602

and addressed to the Company at:

ATCO Electric Ltd.  
P.O. Box 2426  
10035 - 105 Street  
Edmonton, Alberta  
T5J 2V6

Attention: Land and Records Management

or such other address, as the Landowner or the Company respectively may from time to time advise, and any such notices or payments shall be deemed to be given to and received by the addressee upon personal service, or if served by postage prepaid, registered letter, 14 days after mailing thereof.

12. The Company shall pay all rates and taxes that may be assessed and levied against the Lands from time to time as a result of its interests in the right-of-way and installations or in connection with its operations thereon.

13. Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations is delayed by circumstances which are beyond the control of the Landowner or the Company; PROVIDED HOWEVER, the Company shall not be in default in the performance of any of its covenants or obligations under this agreement until the Landowner has notified the Company of such default and the Company has failed to commence timely action to remedy the same upon receipt of such notice. In any event, if default does occur, the remedy for such default shall be limited to damages or an order for specific performance.

14. This agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the Lands and this agreement, including all of the covenants and conditions herein contained, shall extend, be binding upon and enure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

15. In the event of any conflict between a metric and imperial expression of measurement in this agreement, the metric expression of measurement shall govern.

16. The Company shall register this document or a caveat relating thereto against the Lands in order to protect the interests granted herein

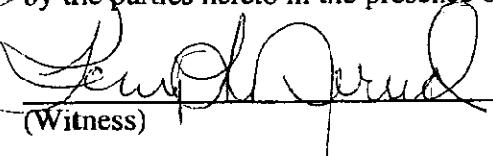
SL MCW



17. Wherever the singular or masculine is used throughout this agreement, the same shall be construed as being plural or feminine or a body corporate, where the context might reasonably require.

IN WITNESS WHEREOF the Landowner has hereunto set his hand and seal (or if a body corporate, has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and the Company has hereunto caused this agreement to be executed by its proper officers duly authorized in that behalf, on the date first above written.

SIGNED, SEALED AND DELIVERED  
by the parties hereto in the presence of

  
(Witness)

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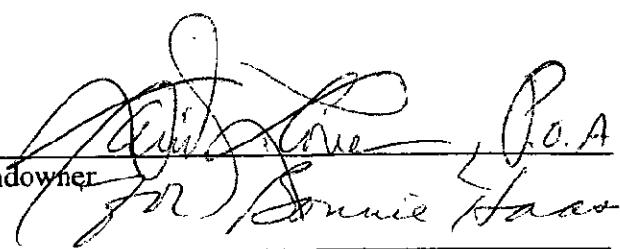
(Witness)

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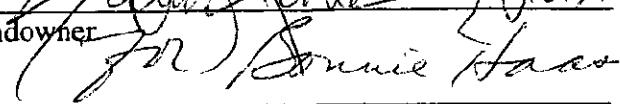
(Witness)

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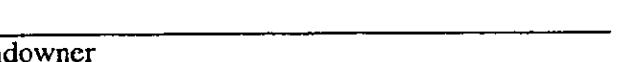
(Witness)

  
\_\_\_\_\_  
Landowner

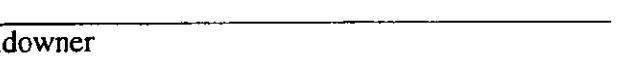
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\_\_\_\_\_  
Landowner

---

  
\_\_\_\_\_  
Landowner

---

  
\_\_\_\_\_  
Landowner

ATCO ELECTRIC LTD.

  
\_\_\_\_\_  
LAND AND RECORDS MANAGEMENT



6  
CONSENT BY OCCUPANT

I (WE, Don Lantry) of Forestby  
in the Province of Alberta, having an interest in the within lands by virtue of an Agreement, DO HEREBY  
AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above said Disposition  
shall be fully bound by all the terms and conditions thereof both now and henceforth. I hereby agree to the sum  
of ~~One Thousand (\$1,000.00)~~ Dollars (the receipt and sufficiency of which is hereby  
acknowledged) as consideration for my consent.

DATED at the P.D. of Forestby  
in the Province of Alberta  
this 10 day of March A.D., 2006

  
(Witness)

Occupant/Lessee Name: Don Lantry  
Address: Box 207  
City: Forestby Province: AB  
Postal Code: TOB 1N5 Phone: 180-582-2192

Don Lantry

CONSENT OF SPOUSE

I, \_\_\_\_\_, being married to the above 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 lands given to me by THE DOWER ACT, 1948 to the  
extent necessary to give effect to the said disposition.

(Signature of Spouse)

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by \_\_\_\_\_  
apart from her husband (or his wife). \_\_\_\_\_ acknowledged to me that she (or he):
2.
  - (a) is aware of the nature of the disposition;
  - (b) is aware that THE DOWER ACT, 1948, gives her (or him) a life estate in the homestead and the  
right to prevent disposition of the homestead by withholding consent;
  - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in  
the homestead given to her (or him) by the DOWER ACT, 1948, 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 (or his wife);

DATED at the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

7  
AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, Wesley Bandura  
of the City of Edmonton  
in the Province of Alberta  
Land Agent (Occupation of Witness)

MAKE OATH AND SAY:

1. THAT I was personally present and did see Dan Loxley named in the within instrument, who is (are) personally known to me to be the person(s) named therein duly sign and execute the same for the purposes named therein;
2. THAT the same was executed at the P.D. of Edmonton in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said Dan Loxley and (s)he is (they each are) in my belief of the full age of eighteen years.

DATED at the City of of Edmonton  
in the Province of Alberta  
this 13 day of March A.D., 2006.

K.L. Duttenhoffer  
A Commissioner for Oaths in and for the  
Province of Alberta

KELLY L. DUTTENHOFER  
A Commissioner for Oaths in and for  
the Province of Alberta  
My Commission Expires Dec. 24, 2006

AFFIDAVIT UNDER THE DOWER ACT

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, Bonnie Haas  
of the City of Peoria  
in the Province of Alberta State of Illinois

MAKE OATH & SAY:

1. THAT I am the grantor (or duly appointed agent acting under Power of Attorney in my favour dated the day of A.D. 20, granted by the transferor) named in the within instrument.
2. THAT I am (or my principal is) not married.

- OR -

✓ THAT neither myself nor my spouse (or my principal or his spouse) have resided on the within mentioned land at any time since our (or their) marriage.

- OR -

I am (or my principal is) married to \_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on as instrument number \_\_\_\_\_.

- OR -

THAT a judgment for damages was obtained against me by my spouse (or my principal or his spouse) and registered in the Land Titles Office as No. \_\_\_\_\_ dated the \_\_\_\_\_ day of A.D. 20.

DATED at the City of Peoria  
in the Province of Alberta State of Illinois  
this 17 day of March A.D., 2006.

Julia M. Stone  
A Commissioner for Oaths in and for the  
Province of Alberta

OFFICIAL SEAL

JULIA M STONE

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 07/02/06

State of Illinois

P.O.A.

JULIA M STONE  
Julia M. Stone

21/07

8  
**CONSENT OF PURCHASER**

I, \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Alberta, the Purchaser under an Agreement for Sale of the Lands described in the aforeswitten  
Distribution Line Right-of-Way Agreement, in consideration of the covenants and conditions of the said  
Agreement, to be performed by the Company therein named and of the payment as set forth on Page 1 of the  
said Agreement to be applied on the purchase price under the said Agreement for Sale, do hereby approve of  
and consent to the payment, terms and conditions contained therein and agree to be bound by each of them and  
in particular, the covenants of the Landowner therein contained, and, when transfer is delivered to me, accept  
such transfer and title to the said lands subject to the said Agreement, and the terms and conditions thereof, and  
request and ratify the execution thereof by the Landowner.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 20\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**  
by the said Purchaser in the presence of:

\_\_\_\_\_  
(Witness)

**CONSENT OF SPOUSE**

I, \_\_\_\_\_, being married to the above  
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, 1948 to  
the extent necessary to give effect to the said disposition.

\_\_\_\_\_  
(Signature of Spouse)

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. 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;
  - (b) is aware that THE DOWER ACT, 1948, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
  - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the DOWER ACT, 1948, 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 (or his wife);

DATED at the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta



## AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

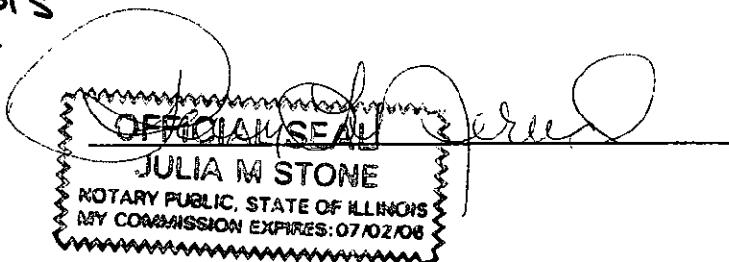
I, Penny L. Neruel  
of the City of Pearie, State of Illinois  
in the Province of Alberta

Legal Secretary (Occupation of Witness)

MAKE OATH AND SAY:

1. THAT I was personally present and did see Penny L. Neruel named in the within instrument, who is (are) personally known to me to be the person(s) named therein duly sign and execute the same for the purposes named therein;
2. THAT the same was executed at the City of Pearie, State of Illinois in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said DAVID L. Cover and (s)he is (they each are) in my belief of the full age of eighteen years.

DATED at the City of Peoria  
in the Province of Alberta State of Illinois  
this 17 day of March A.D. 2004.



## AFFIDAVIT UNDER THE DOWER ACT

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, \_\_\_\_\_  
of the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Alberta

MAKE OATH & SAY:

1. THAT I am the grantor (or duly appointed agent acting under Power of Attorney in my favour dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_, granted by the transferer) named in the within instrument.
2. THAT I am (or my principal is) not married.

- or -

THAT neither myself nor my spouse (or my principal or his spouse) have resided on the within mentioned land at any time since our (or their) marriage.

- or -

I am (or my principal is) married to \_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

-or-

THAT a judgment for damages was obtained against me by my spouse (or my principal or his spouse) and registered in the Land Titles Office as No. \_\_\_\_\_ dated the \_\_\_\_\_ day of A.D. 20\_\_\_\_\_.  
\_\_\_\_\_

DATED at the \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.  
\_\_\_\_\_

A Commissioner for Oaths in and for the  
Province of Alberta

*AT*

**DOWER ACT - (Section 21)**  
**AFFIDAVIT OF EXECUTOR OR ADMINISTRATOR**

I, \_\_\_\_\_ of \_\_\_\_\_, in the Province of \_\_\_\_\_.

make oath and say:

1. I am the executor (or administrator) of the estate of \_\_\_\_\_.
2. To the best of my knowledge, information and belief, the deceased was not married.

or

To the best of my knowledge, information and belief, the spouse of the deceased married person is dead.

or

To the best of my knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the within mentioned land at any time since their marriage.

or

To the best of my knowledge, information and belief, the deceased was, at the time of his death, married to \_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

or

A judgement for damages was obtained against the deceased by his spouse and registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

or

The homestead of the deceased consists of land other than the within mentioned land as determined by the election of the spouse (or the order of the Court of Queen's Bench) registered in the Land Titles Office on \_\_\_\_\_ as instrument number \_\_\_\_\_.

SWORN before me at the \_\_\_\_\_  
 Of \_\_\_\_\_ in the Province \_\_\_\_\_  
 This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

A Commissioner for Oaths in and for the  
 Province of Alberta

**SCHEDULE A - AFFIDAVIT OF INFANTS FOR ESTATES**

I, \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_.

Make Oath and say:

1. THAT I am the Administrator (or Executor) of the Estate of \_\_\_\_\_ late of \_\_\_\_\_ in the Province of Alberta, Deceased and as such have a personal knowledge of the facts hereinafter deposed to.
2. THAT there are no infants interested in the said Estate nor were there any infants interested in the Estate at the time of the death of the said deceased.

SWORN before me at the \_\_\_\_\_  
 of \_\_\_\_\_ in the Province \_\_\_\_\_  
 of Alberta this \_\_\_\_\_ day \_\_\_\_\_  
 of \_\_\_\_\_ A.D. 20 \_\_\_\_\_

A Commissioner for Oaths in and for the  
 Province of Alberta

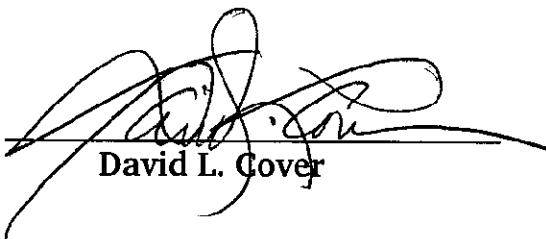
B.P.C.

## CERTIFICATION

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF PEORIA      )

I, the undersigned, DAVID L. COVER, hereby CERTIFY that attached hereto is a true and correct copy of the POWER OF ATTORNEY executed by BONNIE WELSH HAAS on February 2, 2005. Such document is still in full force and effect and has not been altered or revoked, and I have assumed the duties of attorney-in-fact under the POWER OF ATTORNEY and am currently acting in such capacity.

Dated: March 17, 2006.



David L. Cover

Subscribed and sworn to before me this 17 day of March, 2006.



Julia M. Stone  
Notary Public

**POWER OF ATTORNEY**

I, BONNIE WELSH HAAS, the undersigned, of Toulon, Illinois, hereby appoint DAVID L. COVER, 4507 Miller Avenue, Peoria Heights, Illinois 61616, and with offices at 107 West Main Street, Toulon, Illinois 61483, and 124 S.W. Adams Street, Suite 348, Peoria, Illinois 61602, as my true and lawful attorney-in-fact for me and in my name and on my behalf, and for my use and benefit:

1. To ask, demand, sue for, recover, and receive all types of goods, chattels, debts, rents, interest, sums of money, and demands whatsoever, due or hereafter to become due and owing, or belonging to me, and to make, give, and execute receipts, releases, satisfactions, or other discharges for the same.
2. To make, execute, endorse, accept, and deliver in my name or in the name of my attorney-in-fact all checks, notes, drafts, acknowledgments, agreements and all other instruments in writing, of any kind and nature, as to what my attorney-in-fact may deem necessary to conserve my interests, and to terminate joint tenancies and convert them to tenancies in common or tenancies by the entireties, and to revoke or amend any and all revocable trusts over which I may have power to do so.
3. To execute, acknowledge and deliver any and all contracts, deeds, mortgages, trust deeds, leases, assignments of mortgage, extensions of mortgage, satisfactions of mortgage, releases of mortgage, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, and affecting any and all property presently mine or hereafter acquired, located anywhere, which to my attorney-in-fact may deem necessary or advantageous for my interests.
4. To enter into and take possession of any real estate belonging to me, that may become vacant or unoccupied, or to the possession of which I may be or may become entitled, and to receive and take for me and in my name and to my use all or any rents or

profits of any real estate belonging to me, and from time to time to renew leases.

5. To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at anytime to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, and to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

6. To pay my ordinary household expenses, to arrange and pay the costs of the services of a companion for me, medical, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals and to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment. My attorney-in-fact shall be entitled to reasonable compensation for services rendered as agent under this Power of Attorney. I intend for my attorney-in-fact to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize:

(a) any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services; and

(b) to give, disclose and release to my attorney-in-fact, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of transmitted diseases, mental illness and drug or alcohol abuse.

7. To commence, and prosecute in my behalf, any suits or actions or other legal or equitable proceedings for the recovery of any of my land or for any goods, chattels, debts, duties, demand, cause

or thing whatsoever, due or to become due or belonging to me, and to prosecute, maintain, and discontinue the same, if he shall deem proper.

8. To take all steps and remedies necessary and proper for the conduct and management of my business affairs, and for the recovery, receiving, obtaining, and holding possession of any lands, tenements, rents or real estate, goods and chattels, debts, interest, demands, duties, sum or sums of money or any other thing whatsoever, located anywhere, that is, are, or shall be, by my attorney-in-fact, thought to be due, owing, belonging to or payable to me in my own right or otherwise.

9. To appear, answer, and defend in all actions and suits whatsoever which shall be commenced against me and also for me and in my name to compromise, settle, and adjust, with each and every person or persons, all actions, accounts, dues, and demands, subsisting or to subsist between me and them or any of them, and in such manner as my attorney-in-fact shall think proper; hereby giving to my attorney-in-fact power and authority to do, execute, and perform and finish for me and in my name all those things which shall be expedient and necessary, or which my attorneys-in-fact shall judge expedient and necessary in and about or concerning the premises, or any of them, as fully as I, Bonnie Welsh Haas, could do if personally present, hereby ratifying and confirming whatever my attorney-in-fact shall do or cause to be done in, about, or concerning the premises, and any part thereof.

10. To invest and reinvest my assets in stocks, bonds, mutual funds, notes or other property of any kind which is suitable for prudent investment but which shall not include commodities trading. My attorney-in-fact shall have the right and power to make elections relating to qualified retirement plans and individual retirement accounts including, but not limited to, spousal rollovers, taking distributions, making elections to avoid or minimize excise taxes, and all other reasonable elections to minimize or eliminate estate and income taxes.

11. To sign and endorse my name, or in the name of my attorney-in-fact, to any and all stock certificates of any corporation of any domiciliary in order to transfer and assign such stock certificates and the shares represented thereby. To sign federal and

state income tax returns and extensions, claims for refund, consents and powers of attorney relating thereto, and related tax documents.

12. To sign, endorse and execute all Medicare, Medicaid, insurance company, and Social Security Administration forms and applications and collect and deposit, on my behalf, all proceeds payable therefrom in any amounts and payable for any reason, and to sign any and all medical release consents for the release of all medical records on myself wherever situated and lodged with any person, institution or corporation.

13. The attorney-in-fact shall have all other powers articulated and defined in Section 3-4 of the Illinois Power of Attorney Act, and as may be amended from time to time, except to the extent inconsistent with the other terms of this instrument.

When in the process of determining my incapacity, all individually identifiable health information and medical records may be released to the person who is acting as attorney-in-fact, to include any written opinion relating to my incapacity that the person so acting may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet begun acting as attorney-in-fact.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my attorneys-in-fact.

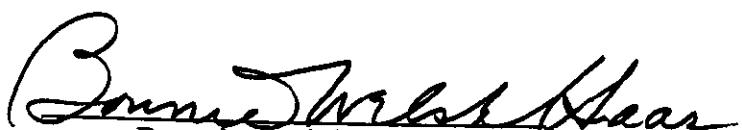
The rights, powers, and authority of my attorney-in-fact granted in this instrument shall commence and be in full force and

effect on the execution of this instrument, and such rights, powers, and authority shall remain in full force and effect hereafter until I, Bonnie Welsh Haas, give notice in writing that such power is terminated or upon my death. I specifically hereby revoke the Power of Attorney executed by me on April 7, 2004.

If a guardian of my person and/or estate is to be appointed by a court of law, I nominate the attorney-in-fact, presently acting under this Power of Attorney at the time, as such guardian, to serve without bond or security.

This Power of Attorney shall not be affected by my subsequent disability or incapacity or lapse of time and shall remain effective in the event I become incompetent and/or declared by a court of competent jurisdiction as a disabled adult or otherwise unable to make or communicate such decisions for myself. This Power of Attorney shall be generally known as a "durable Power of Attorney."

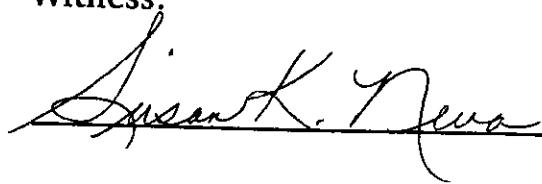
Dated this 2d day of February, 2005, at Toulon, Illinois.



Bonnie Welsh Haas

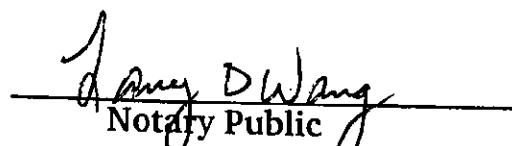
The undersigned witness certifies that Bonnie Welsh Haas, known to me to be the same person whose name is subscribed as principal to the foregoing Power of Attorney, appeared before myself and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes set forth therein. I believe her to be of sound mind and memory.

Witness:



STATE OF ILLINOIS )  
COUNTY OF STARK ) SS

On February 2nd, 2005, before myself and the additional witness personally came Bonnie Welsh Haas, to me known to be the person described in and who executed the foregoing instrument as principal and acknowledged that she had executed the document as her free and voluntary act for the uses and purposes set forth therein.



Larry D. Wang  
Notary Public





062140334 REGISTERED 2006 04 01  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: 2193224 ADR/JSCHERGE  
LINC/S: 0017656646

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**052254684**

**ORDER NUMBER: 55618235**

## **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.**

J

**CAVEAT  
FORBIDDING REGISTRATION  
"THE LAND TITLES ACT"**

File: R-1795 (a)

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

Take Notice that TIVERTON PETROLEUMS LTD., a body corporate, with its head office at the City of Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of an Alberta Right of Way Agreement dated the 8<sup>th</sup> day of June, A.D., 2005, and made between BONNIE HAAS, as Grantor, and the Caveator as the Grantee and made part of this instrument for a pipeline right-of-way containing 0.43 acres more or less.

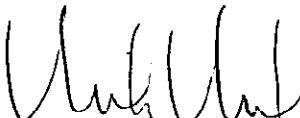
THE SOUTH EAST QUARTER OF SECTION (3), TOWNSHIP (41), RANGE (15), WEST OF THE FOURTH MERIDIAN, CONTAINING 64.7 HECTARES, (160 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME. AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NUMBER 912 169 904 ON REGISTRATION AT THE ALBERTA LAND REGISTRATION DISTRICT.

Standing in the register in the name of BONNIE HAAS, of Toulon, in the State of Illinois, U.S.A., it 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 subjected to its claim.

It appoints TIVERTON PETROLEUMS LTD., 710, 635 - 8<sup>TH</sup> Avenue S.W., Calgary, Alberta, T2P 3M3, as the place at which notices and proceedings relating hereto may be served.

Dated this 16<sup>th</sup> day of June, A.D. 2005.

TIVERTON PETROLEUMS LTD.



By Its Agent

Mike Mork

## AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: ) I, Mike Mork, of the City of Calgary, in the Province  
of Alberta, agent for the above Caveator, make oath and  
say as follows:

1. I am the agent for the within named caveator.
2. I believe that the caveator has a good and valid claim on the 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 with it.

SWORN before me at the City )  
of Calgary, in the Province of )  
Alberta, this 16<sup>th</sup> day of )  
June, 2005. )

Cathy Warren  
A Commissioner for Oaths in  
and for the Province of Alberta.

**Catherine M. Warren**  
My Commission expires Nov. 22, 2005

Mike Mork  
Mike Mork



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CAVE - CAVEAT  
DOC 2 OF 2 DRR#: 2304265 ADR/EDMGRANT  
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