

Province of Saskatchewan Land Titles Registry Title

Title #: 152733786
Title Status: Active
Parcel Type: Surface
Parcel Value: \$119,250.00 CAD
Title Value: \$119,250.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672847

As of: 26 Jan 2026 10:58:10
Last Amendment Date: 09 Mar 2020 14:05:51.733
Issued: 09 Mar 2020 14:05:51.110
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815706

Reference Land Description: SW Sec 30 Twp 14 Rge 27 W 3 Extension 1
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429663

CNV Caveat

Value: N/A
Reg'd: 12 Dec 1984 00:25:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446281
Converted Instrument #: 84SC15219

Interest #:
187429674

CNV Caveat

Value: N/A
Reg'd: 21 Dec 1984 00:26:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446292
Converted Instrument #: 84SC15609

Interest #:
187429685

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429696

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429708

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429719

CNV Caveat

Value: N/A
Reg'd: 13 Jan 1986 00:00:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SW 1/4 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446304

Converted Instrument #: 86SC00330

Interest #:
187429720

CNV Caveat

Value: N/A

Reg'd: 18 Dec 1989 00:38:04

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106446269

Converted Instrument #: 89SC22838

Addresses for Service:

Name

Address

Owner:

William Hagel

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Client #: 135935680

Owner:

Charlene Blakley

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Client #: 135935691

Owner:

Brenda Ziebart

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Client #: 135935736

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005641 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

84 - SC — 15219

Fees		Inst. <u>Ex. Caveat</u>	
Total Fees <u>7.00</u>		From <u>Tri Cities Land</u>	
Amt. Rec'd <u>acct.</u>		Address <u>Med. Nat.</u>	
Balance <u> </u>		Their Reference <u>SW 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>73-SC-14149(a) - SW30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy <u>yes</u>	1
		Cert. Copy	
		Notices <u>yes</u>	1

Remarks:

14843

SD Initials

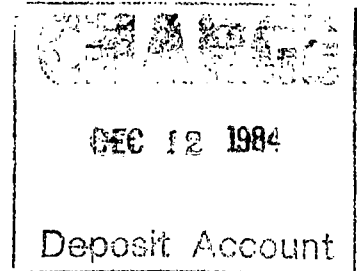
902 - 16 Street S.W.
Medicine Hat, Alberta T1A 8A4



Telephone (403) 529-1231
(403) 529-1257

December 7, 1984

LAND TITLES OFFICE
350 Cheadle Street West
SWIFT CURRENT, Saskatchewan
S9H 4G3



Dear Sir or Madam:

Re: NORTH CANADIAN OILS LIMITED

Registration of Easements

SW $\frac{1}{4}$ 30-14-27-W3M, SE $\frac{1}{4}$ 26-14-28-W3M, SE $\frac{1}{4}$ 25-14-28-W3M, SW $\frac{1}{4}$ 25-14-28-W3M,

SW $\frac{1}{4}$ 7-15-27-W3M, W $\frac{1}{2}$ 6-15-27-W3M, NE $\frac{1}{4}$ 1-15-28-W3M and NW $\frac{1}{4}$ 1 & NE $\frac{1}{4}$ 2 15-28-W3M

Our Files: MH-378-84-3, 7, 8, 9, 12, 13, 14 and 15

Further to the above, please find enclosed herewith Saskatchewan Caveats for each of the above described lands, in duplicate, which we would request you register for the Easements.

Upon completion of registration, we would appreciate receiving one copy of the duly registered Caveats, together with the current uncertified copies of Certificates of Title, showing the Easements registered.

We trust you will find the enclosed to be in order. However, should you have any questions, please do not hesitate to contact the writer.

Yours truly,
TRI CITIES LAND SERVICES LTD.

Alexia Macdonald

for DARCY EDWARDS,
Manager

/rf
Encls.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ NORTH CANADIAN OILS LIMITED,
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ under and by virtue of an Easement dated November 6th, A.D. 1984, made between WILLIAM HAGEL, being the registered owner of the hereinafter described lands as Grantor and the Caveator herein as Grantee, wherein the Grantor granted and leased to the Caveator a certain portion of the hereinafter described lands for the purposes and upon the terms and conditions, all as more particularly set forth in the said Easement.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30),
in Township Fourteen (14),
in Range Twenty Seven (27),
West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres, more or less, according to Dominion Government Survey thereof,

EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for Right of Way and Extra Widths of the Canadian Pacific Railway, as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666,
MINERALS IN THE CROWN.

(As more particularly described on Certificate of Title No. 73-SC-14149(a)).

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

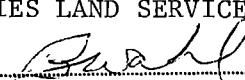
MY ADDRESS is: 10th Floor, Bradie Building, 630 - 6th Avenue South West,
Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan S4P 2K3

DATED this 7th

day of December

A.D. 19 84

NORTH CANADIAN OILS LIMITED, as per its agent:
TRI CITIES LAND SERVICES LTD.


BILL WAHL,
AGENT FOR THE CAVEATOR

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, BILL WAHL of the City
of Medicine Hat in the Province of Alberta
Agent for the within named caveator, make oath and say:

1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the within caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of *The Land Titles Act*.

SWORN before me at the City of
Medicine Hat in the Province of Saskatchewan

the 7th day of December 19 84

A Commissioner for Oaths in and for the Province of
Saskatchewan. without

My Appointment expires December 31, 1986.
GLORIA GREENSTEIN.

Bill Wahl
BILL WAHL

Dated December 7th A.D. 1984

NORTH CANADIAN REGISTERED AT
DEC 12 1984
RE
SWIFT CURRENT LAND TITLES
OFFICE
SW 1/4 30-14-27-W3M

CAVEAT

Commercial Printers. Ltd., Regina, Sask.

TRI CITIES LAND SERVICES LTD.
902 - 16th Street South West
MEDICINE HAT, Alberta
T1A 8A4

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 12 day of Dec
A.D. 1984 as Number 84SC-15219
Registrar
S.C.L.R.O.

84SC15219



Instrument Work Sheet

84 - SC — 15609

Fees	Inst. <u>As agent</u>
Total Fees <u>7.00</u>	From <u>Meridian Bank Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>SW 30-14-27 W3</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to
above Addressee? no
Is Instrument Registrable? yes Titles Affected 13-51-14/49(a) - SW 3

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	1
			Cert. Copy	
			Notices	1

Remarks:

JK Initials
44,900-6-83 2

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

WILLIAM HAGEL of Golden Prairie
in the Province of Saskatchewan Farmer (Occupation)
(hereinafter called the "Lessor"),
NORTH CANADIAN OILS LIMITED and Calgary
in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

The South West Quarter of
Section THIRTY (30) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149(a)
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of [REDACTED] dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

- (i) Compensation for capital damage [REDACTED]
(ii) Rent [REDACTED]

Payment in subsequent years by lessee

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

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that during the term of this lease the annual rental shall not be less than [REDACTED]

[REDACTED] Dollars [REDACTED].

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years up on request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

NORTH CANADIAN OILS LIMITED, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, _____ wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

NORTH CANADIAN OILS LIMITED

Per: _____ LAND APPROVED
SENIOR VICE PRESIDENT OPERATIONS

Per: _____ ASSISTANT SECRETARY

Signed, sealed and delivered by the above named Lessor in the presence of

WILLIAM HAGEL

CERTIFICATE

I, _____, Judge of the District Court for _____, (or as the case may be), do hereby certify that I have examined _____, wife of _____ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of theCity.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did seeWILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the saidWILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day ofOctober.....19 84..

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

AFFIDAVIT

I,.....WILLIAM HAGEL....., of theDistrict.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor ~~(or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead ~~(or the homestead of the Lessor)~~, or has been my home-
stead ~~(or the homestead of the Lessor, as the case may be)~~ at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of ...October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND BEFORE A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EXPIRES DECEMBER 31, 1987.



PLAN SHOWING THE PROPOSED
WELLSITE LOCATION OF

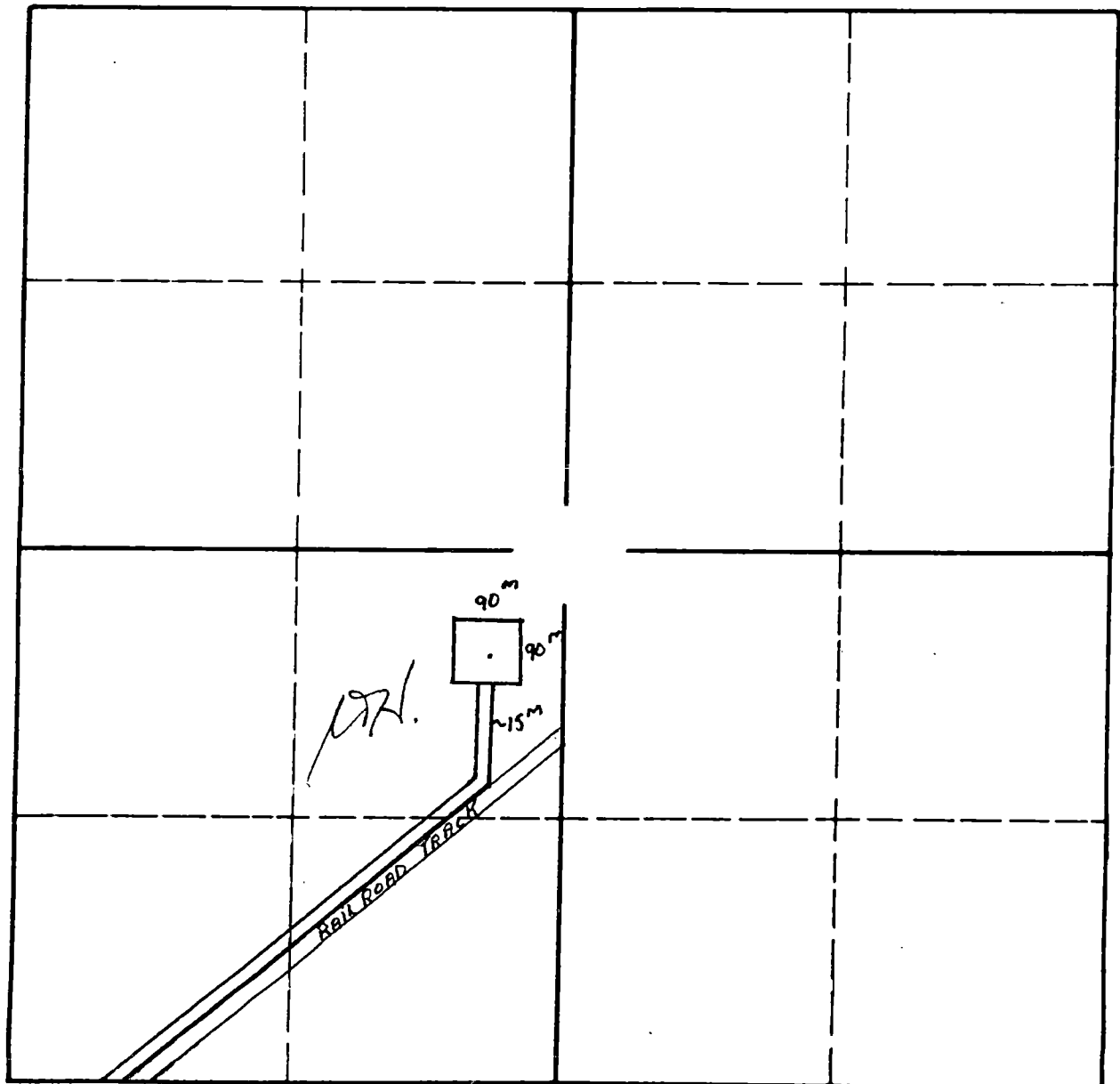
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

Subject to change by mutual agreement prior to drilling, with the lease consideration to be applied on any alternative site.

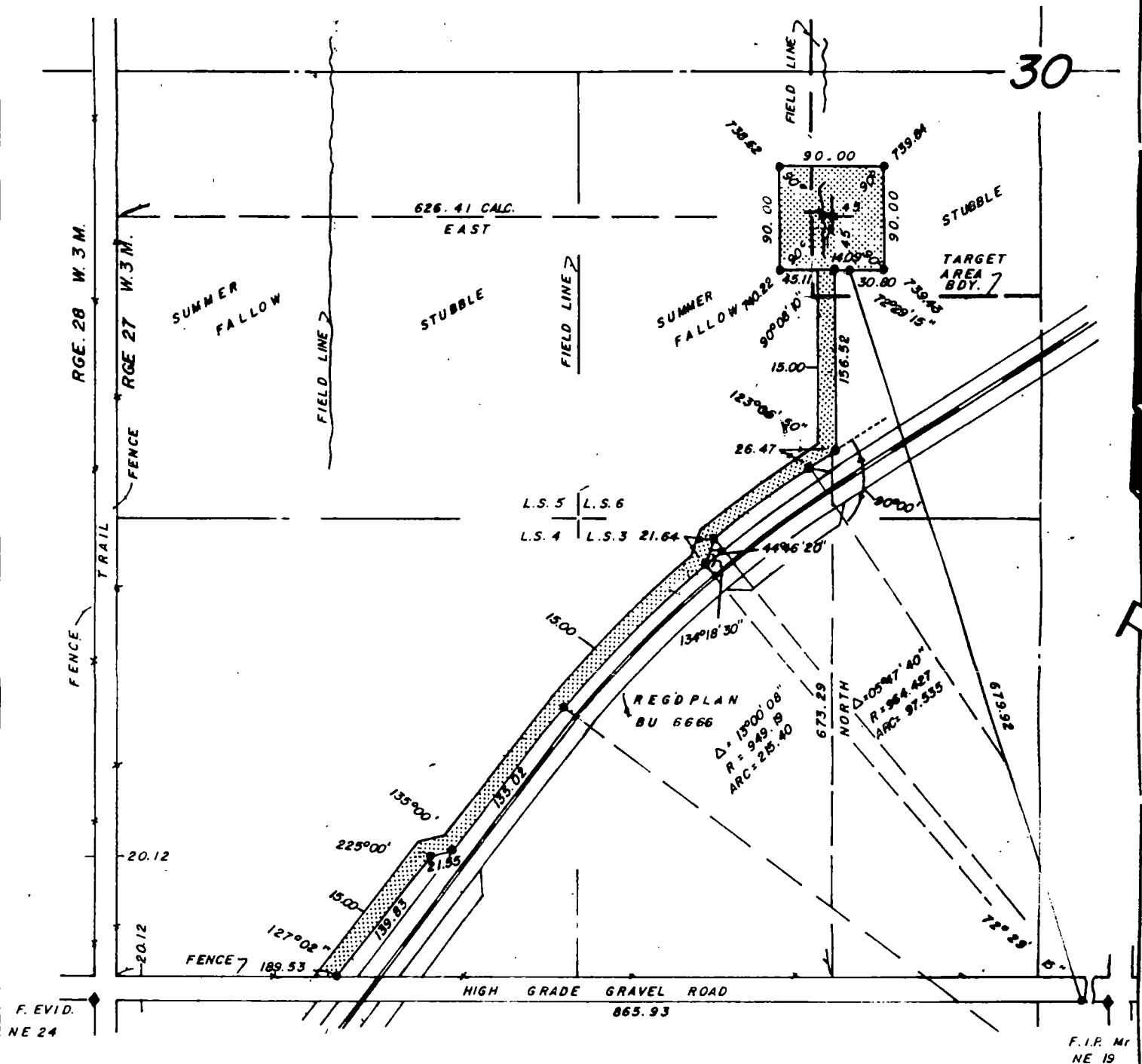


NCO HATTON 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

ELEVATION: 738.96 Ground

CO-ORDINATES: 673.29N. of S. Bdry.
626.41 E. of W. Bdry. } Sec. 30

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)



B. E. Hovner
Saskatchewan Land Surveyor

Paul Hovner
Witness

MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

Marlin D. Lohr
Assistant Secretary

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE that K North Canadian Oils Limited
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~xxx~~ in the undermentioned lands by virtue of a Surface Lease dated October 24, 1984, between William Hagel of Golden Prairie, in the Province of Saskatchewan, as Lessor and North Canadian Oils Limited as Lessee, a copy of which is attached hereto and made a part hereof and is identified as Exhibit "A";

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30) in Township Fourteen (14) Range Twenty Seven (27) West of the Third Meridian,

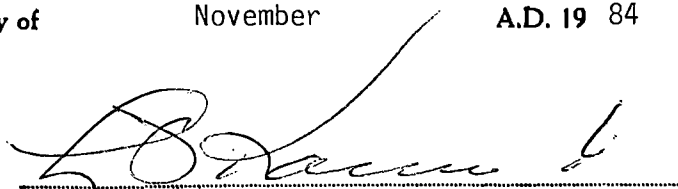
EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for a Right of Way and Extra Widths of the Canadian Pacific Railway as shown on the Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.
Minerals of the Crown.

being lands described in Certificate of Title No. 73-SC-14149(a),
standing in the register in the name of William Hagel.

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 10th Floor, 630 - 6th Avenue SW
 Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
 Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
 1850 Cornwall Street
 Regina, Saskatchewan S4P 2K3

DATED this 30th day of November A.D. 19 84


Agent of the Caveator

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

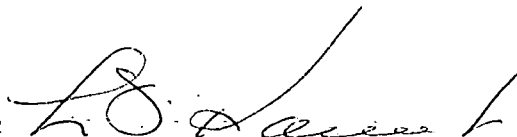
I, Larry F. Kanuit of the City
of Calgary in the Province of Alberta
Land Manager, Agent of the within named caveator, make oath and say:

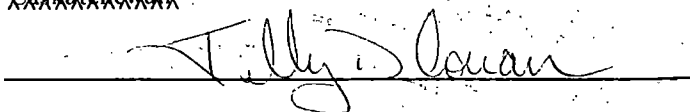
1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the within caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of *The Land Titles Act*.

SWORN before me at the City of
Calgary in the Province of Saskatchewan
the 30th day of November 19 84

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Saskatchewan


Larry F. Kanuit



KELLY D. COWAN
A Commissioner for Oaths without
the Province of Saskatchewan
My Commission expires December 31, 19 89

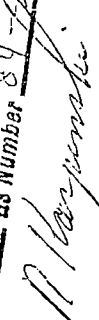
84SC14813
84SC15603

Dated _____ A.D. 19 _____

RECEIVED AT
SWIFT CURRENT LAND TITLES
OFFICE
DEC 21 1984
RE
SWIFT CURRENT LAND TITLES
OFFICE
This instrument remained in
84-14843 is REJECTED.

CAVEAT

Commercial Printers Ltd., Regina, Sask.

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Dec
A.D. 19 84 as Number 84-14843

Registrar
S.O.L.R.O.



Instrument Work Sheet

85 - SC — 10772

Fees		Inst. <u>Canad.</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....

WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

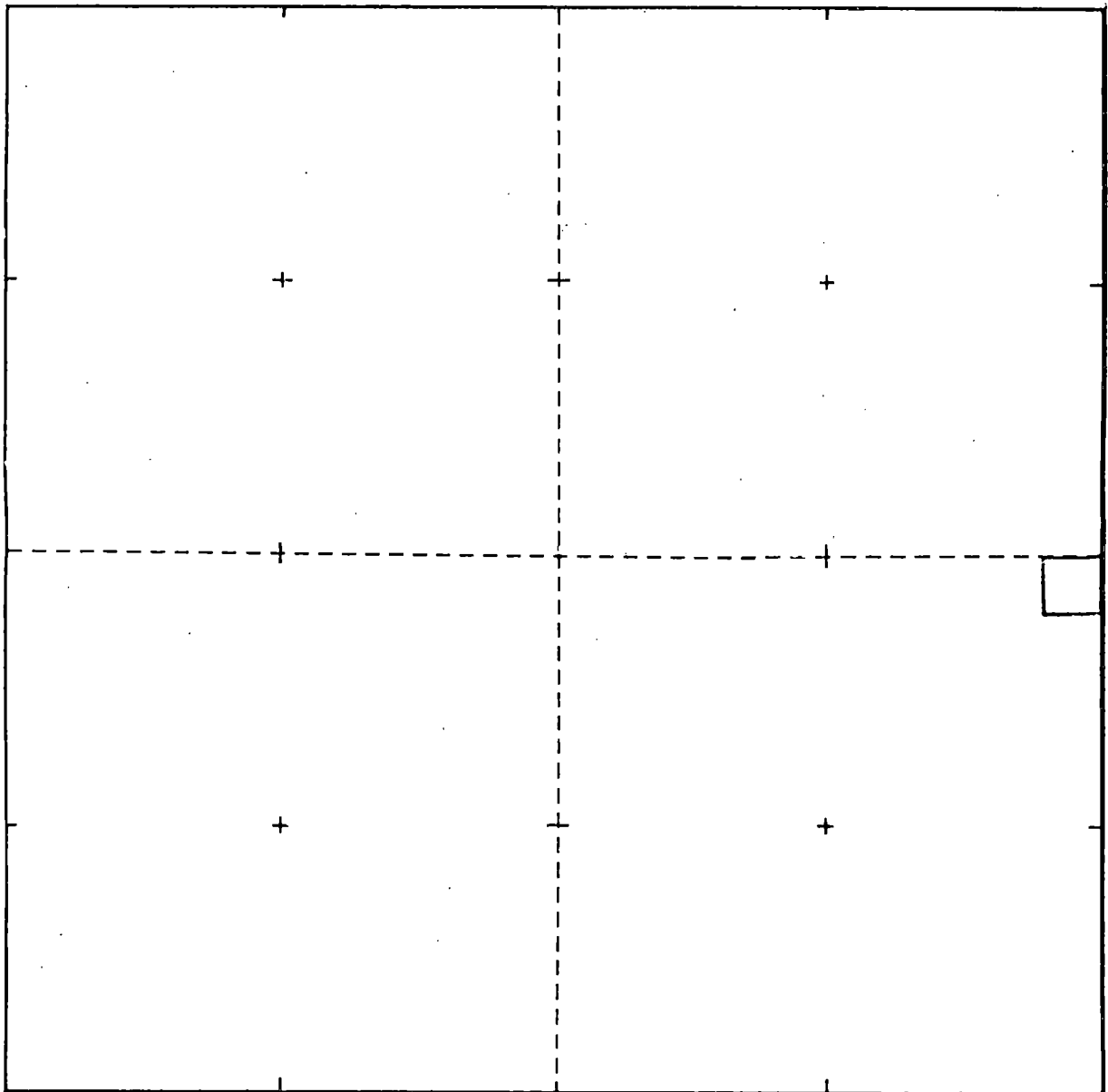
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kent Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 19 85

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL W. Hegel

 Ken Ray
witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

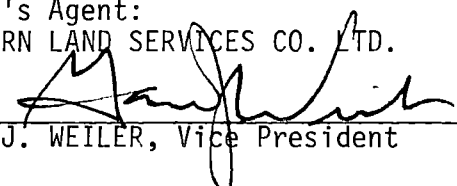
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

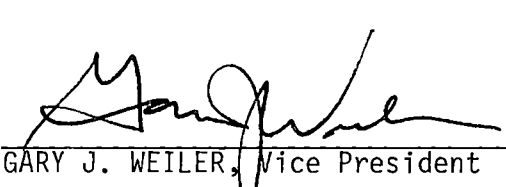
A F F I D A V I T

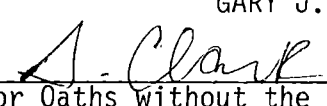
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

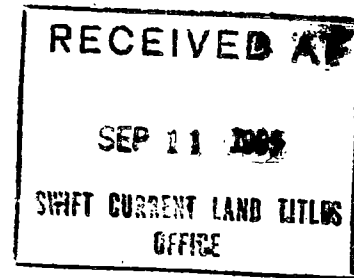
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u>	Titles Affected <u>85SC06898 - NW 1/2 30</u>	

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

and North Canadian Oils Limited of Calgary

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

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

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**
LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....
.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

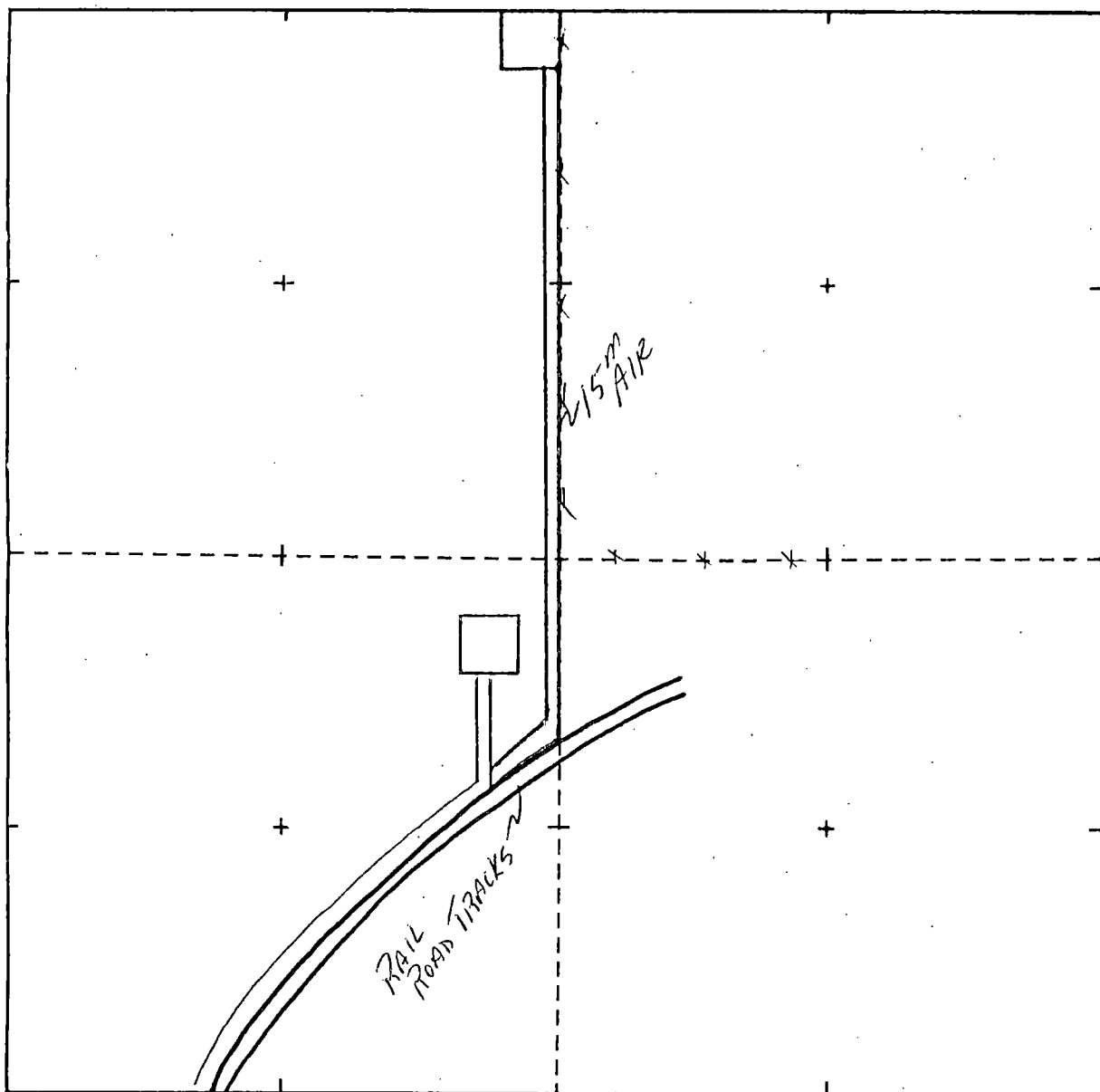
My Appointment Expires Dec. 31st, 1985

— SKETCH PLAN —

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, A.D. 19 85

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

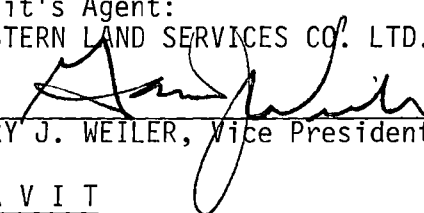
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

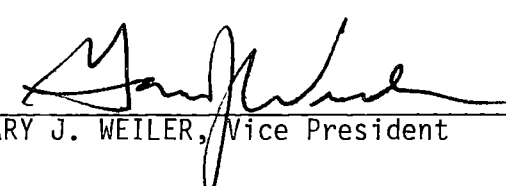
A F F I D A V I T


CANADA) I, GARY J. WEILER, of the City of Calgary, in the
PROVINCE OF ALBERTA) Province of Alberta, Vice President of Western Land
TO WIT:) Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

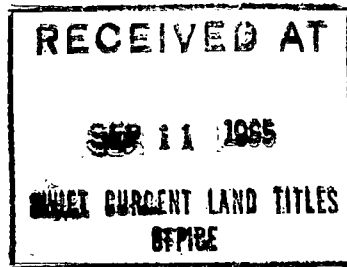
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

Encumbrances			Certificates, Notices, Required	
			Type	Quantity
Title		General Register	Abstract	
		<u>Clear</u>	G.R.C.	
			Uncertified Copy	
			Cert. Copy	
			Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

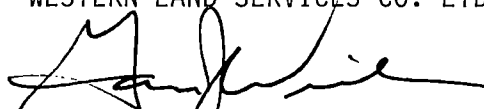
Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

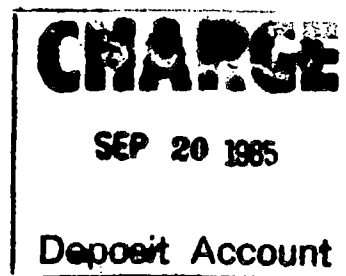
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser) _____
_____ (Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

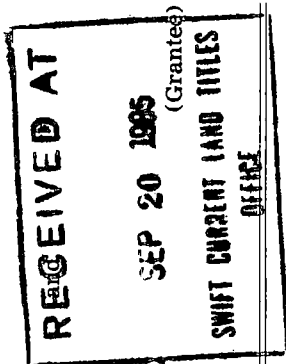
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

- That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan

855011262

19

day of

Dated



Instrument Work Sheet

86 - SC — 00330

Fees		Inst. <u>Saveat</u>	
Total Fees <u>15.00</u>		From <u>Western Land Serv Co Ltd</u>	
Amt. Rec'd <u>none</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>S.W. 30 - 14-22-3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? <u>44</u> Titles Affected <u>85566898 SW-30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	1

Remarks:

OK Initials

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Amendment to Surface Lease dated July 23, A. D. 1985, a copy of which said Amendment to Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Praire, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

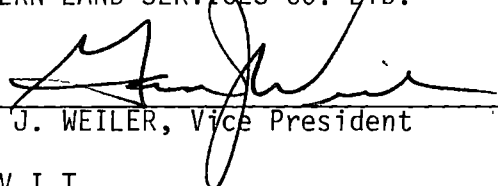
The South West Quarter of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres, more or less, Excepting: 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.
MINERALS IN THE CROWN.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk Kyle
& Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 8th day of January, A. D. 1986.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President


A F F I D A V I T

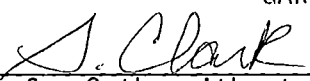
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 8th day of January
A. D. 1986.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

THIS AGREEMENT made the 23rd day of July A.D. 1985.

BETWEEN:

William Hagel

Box 81

Golden Prairie, Saskatchewan

SON OYO

(hereinafter called the "Lessor")
OF THE FIRST PART

and

NORTH CANADIAN OILS LIMITED

(hereinafter called the "Lessee")
OF THE SECOND PART

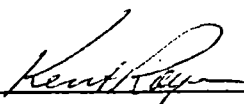
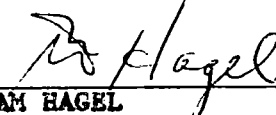
WHEREAS the Lessee is the Lessee under a surface lease (the surface lease")
a copy of which is hereunto annexed;

AND WHEREAS the Lessor is the successor in title to the Lessor named in the
surface lease, and the parties have agreed to modify the surface lease as hereinafter set
forth.

WITNESSETH that the Parties hereto hereby covenant and agree to and with one
another as follows:

1. The Lessee shall pay to the Lessor the sum of _____
_____ Dollars (\$~~50,000.00~~) for disturbance
caused by drilling operations for a second well on the demised premises as set forth in
the surface lease. The Lessor accepts the said sum as full and sufficient payment and
represents that the Lessor is in possession of the lands covered by the surface lease and
is the person entitled to receive the said payment.
2. Commencing on the 24th day of October, 1985, the rent payable under
the surface lease shall be _____
_____ Dollars (\$~~50,000.00~~) per annum
payable annually in advance on the anniversary date of each year of the term.
3. Clause 5 (a) of the said Surface Lease is hereby amended to read as follows:
"Review of rent every three years upon request by either party
(a) Notwithstanding anything contained in this Lease, upon the request of
either party to this lease, the amount of rent payable in respect of the demised
premises shall be subject to review at the end of three years from the date
hereof and at the end of each succeeding three year period. Such request shall
be in writing and given to the other party at least thirty 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 to any other
matter in connection therewith, the arbitration provisions of the Surface Rights
Acquisition and Compensation Act, 1968 shall apply."
4. The Lessor agrees to the surface lease being amended for the inclusion of an
additional area as shown on the sketch plan attached hereto and initialled by the Lessor.
5. Except as amended hereby, the surface lease is in all respects ratified and
confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of
the day and year first above written.



WILLIAM HAGEL

NORTH CANADIAN OILS LIMITED

PER: _____

PER: _____

Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27, W.3 M.

[illegible]

Portion referred to shown thus
 Survey monuments found shown thus
 Iron pins 1.5 cm x 38.1 cm planted shown thus
 Fir posts 50 cm x 50 cm x 38.1 cm planted shown thus

7169

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

..... WILLIAM HAGEL of Golden Prairie
 in the Province of Saskatchewan Farmer
 (hereinafter called the "Lessor"), (Occupation)
 NORTH CANADIAN OILS LIMITED and Calgary
 in the Province of Alberta
 (hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

The South West Quarter of
 Section THIRTY (30) in Township FOURTEEN (14)

Range TWENTY SEVEN (27) West of the THIRD Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) .. 73-SC-14149(a) ..

..... of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of dollars,
 (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

- (i) Compensation for capital damage
 (\$)
 (ii) Rent
 (\$)

Payment in subsequent years by lessee

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

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than Dollars (\$).

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years up on request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of theCity.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

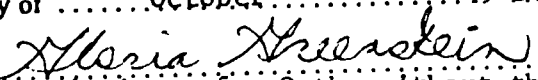
1. That I was personally present and did seeWILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th..... day of
...October..... in the year 19 84 and that I am the subscribing witness thereto.

3. That I know the saidWILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day ofOctober..... 19 84.


DARCY EDWARDS


A Commissioner for Oaths without the AFFIDAVIT
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....WILLIAM HAGEL....., of theDistrict.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor (~~or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead (~~or the homestead of the Lessor~~), or has been my home-
stead (~~or the homestead of the Lessor, as the case may be~~) at any time.

OR

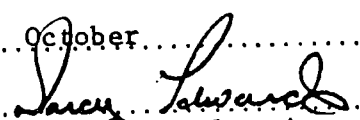
~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the.....
day of.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of.....October..... 19 84.


WILLIAM HAGEL


Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EX 31 DECEMBER 31 1987.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

NORTH CANADIAN OILS LIMITED, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, _____ wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS

Per: _____ ASSISTANT SECRETARY

Signed, sealed and delivered by the above named Lessor in the presence of

_____ WILLIAM HAGEL



CERTIFICATE

I, _____, Judge of the District Court for _____, (or as the case may be), do hereby certify that I have examined _____, wife of _____ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)



PLAN SHOWING THE PROPOSED WELLSITE LOCATION OF

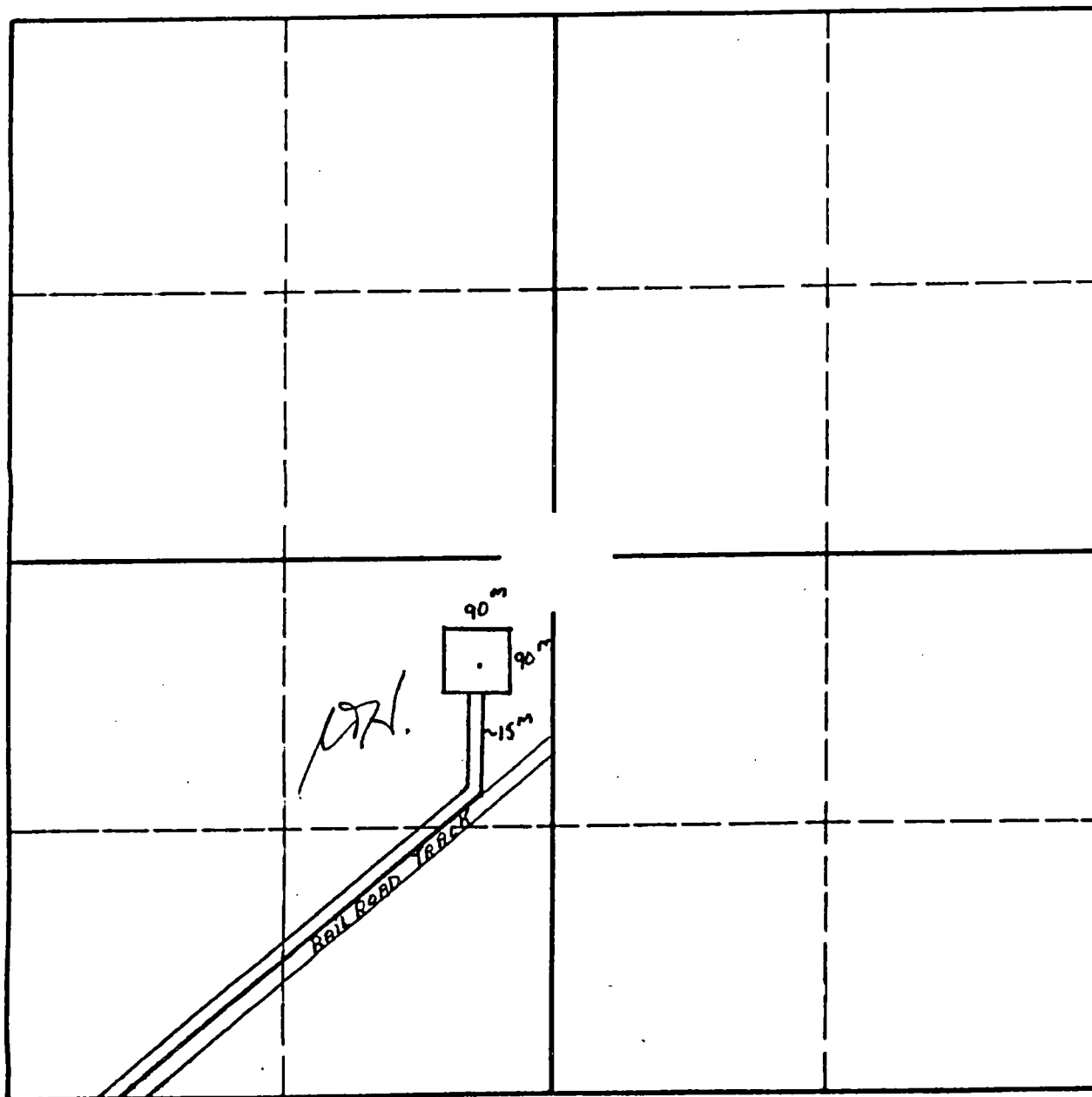
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

Subject to change by mutual agreement prior to drilling, with the lease consideration to be applied on any alternative site.

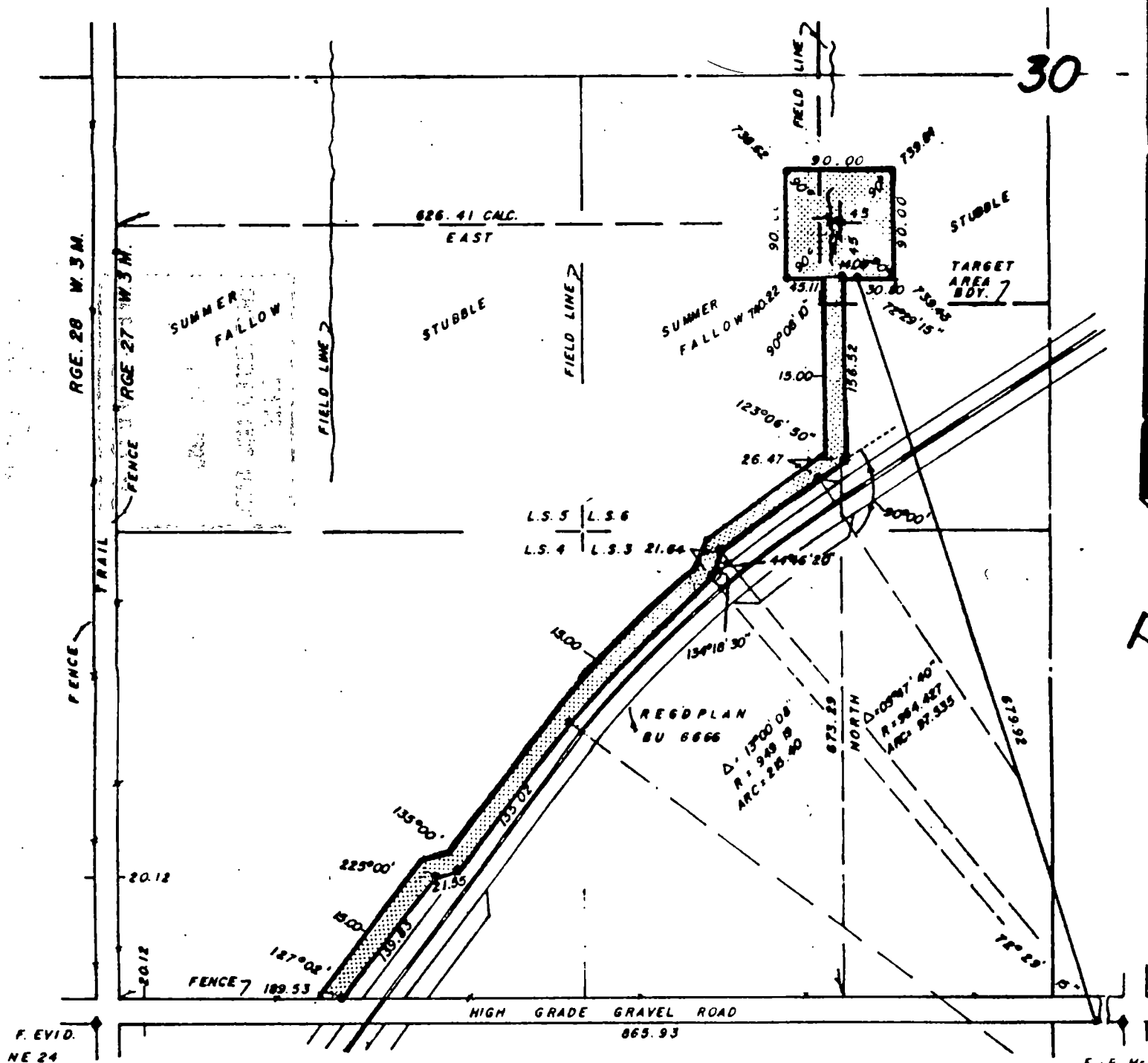


NCO HATTEN 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

G. E. Hower
Saskatchewan Land Surveyor

W. H. Hower
Witness



MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

ELEVATION 738.96 Ground

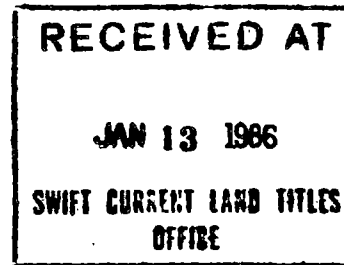
CO-ORDINATES: 673.29N. of S. Bdry. } Sec. 30
626.41 E. of W. Bdry.

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

86SC00330



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 13 day of Jan
A.D. 1986 as Number 86SC00330

H. Harpinski Registrar
S.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

<p>FEEES</p> <p>Total Fees</p> <p>Amt. Rec'd <i>acct</i></p> <p>Balance</p>	<p>Inst. <i>Canwest</i></p> <p>From <i>Coreke</i></p> <p>Address <i>Calgary</i></p> <p>Their Reference</p>
---	--

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

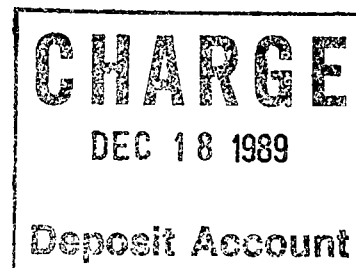


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

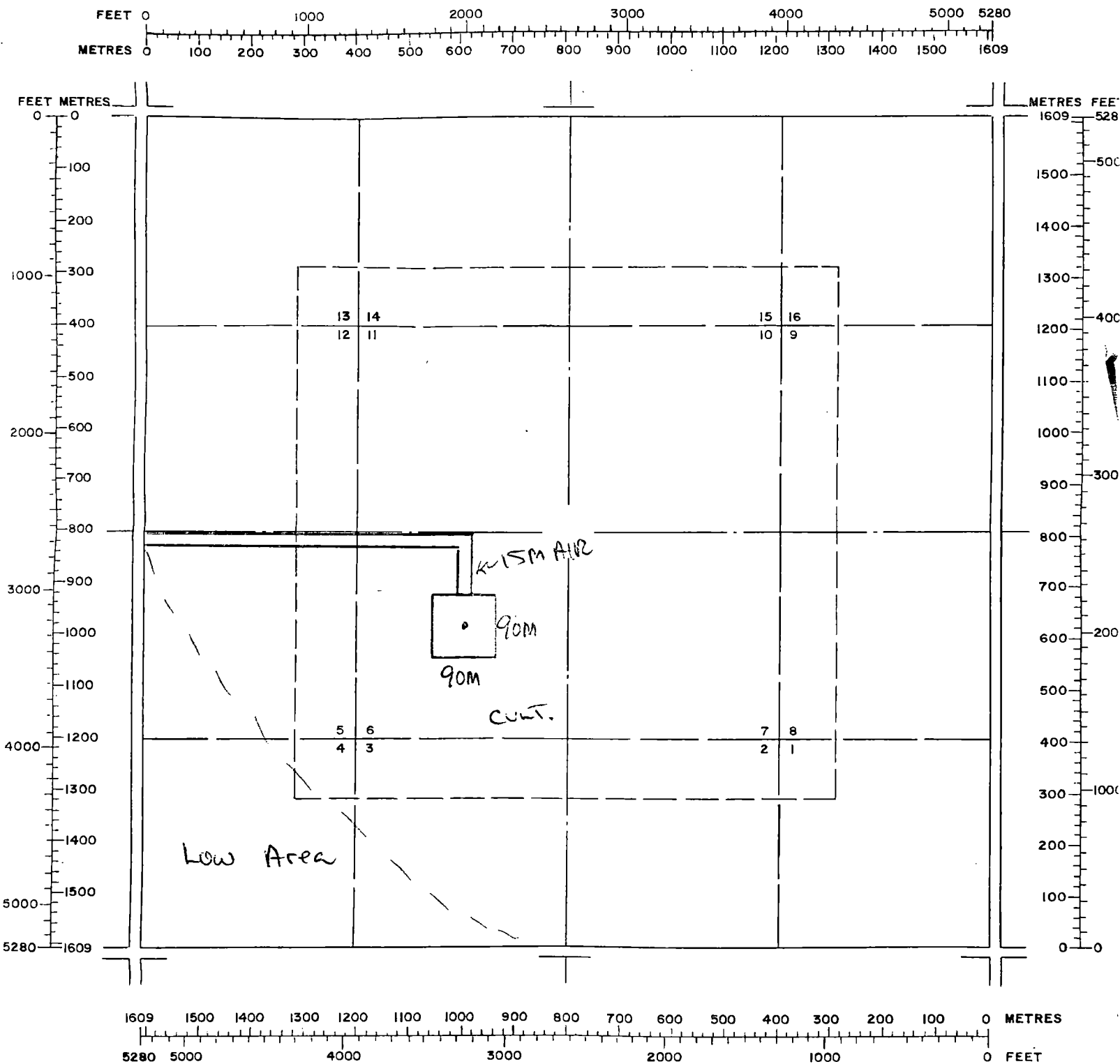
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 1.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, of
in the Province of Saskatchewan,, make oath and say:

1. THAT I was personally present and did see
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 in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

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

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in ~~the Province of~~ **ALBERTA**
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this 28

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{XX} and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.

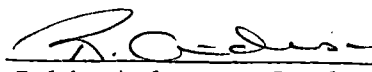
being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman

2161 Scarth Street
Regina, Saskatchewan S4P 2H8
DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

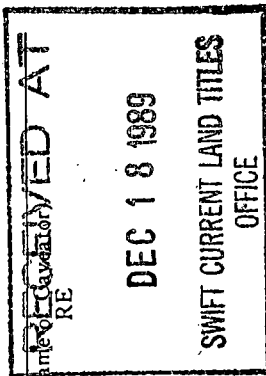
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

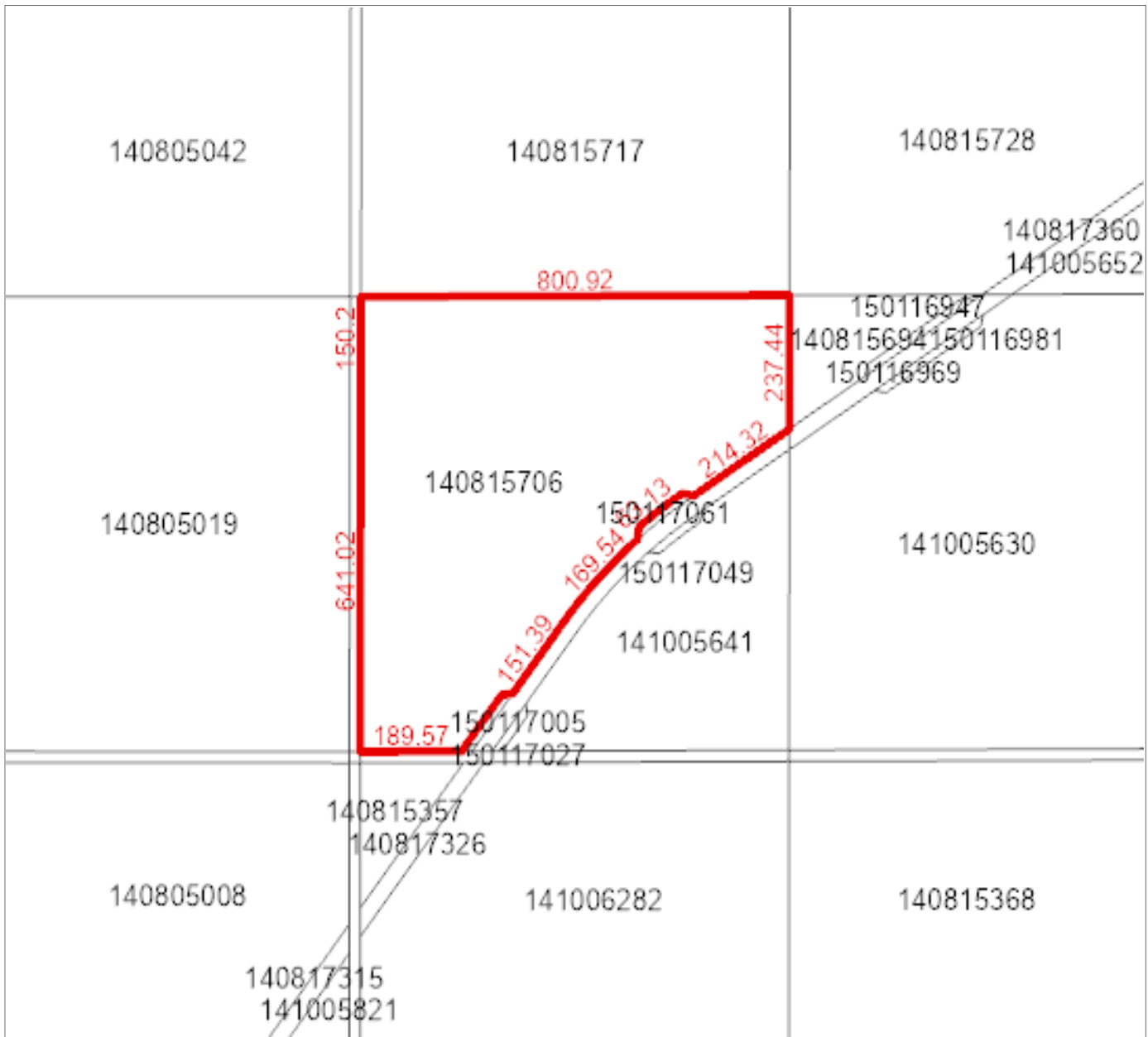
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 140815706

REQUEST DATE: Mon Jan 26 10:58:53 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 44.577 hectares (110.15 acres)

Title Number(s) : 152733786

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SW 30-14-27-3 Ext 1

Source Quarter Section : SW-30-14-27-3

Commodity/Unit : Not Applicable

Province of Saskatchewan Land Titles Registry Title

Title #: 152733797
Title Status: Active
Parcel Type: Surface
Parcel Value: \$119,250.00 CAD
Title Value: \$119,250.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672858

As of: 26 Jan 2026 12:42:30
Last Amendment Date: 09 Mar 2020 14:05:52.266
Issued: 09 Mar 2020 14:05:51.766
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005641

Reference Land Description: SW Sec 30 Twp 14 Rge 27 W 3 Extension 2
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429731

CNV Caveat

Value: N/A
Reg'd: 12 Dec 1984 00:25:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446281
Converted Instrument #: 84SC15219

Interest #:
187429742

CNV Caveat

Value: N/A
Reg'd: 21 Dec 1984 00:26:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446292
Converted Instrument #: 84SC15609

Interest #:
187429753

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429764

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429775

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429786

CNV Caveat

Value: N/A
Reg'd: 13 Jan 1986 00:00:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SW 1/4 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446304

Converted Instrument #: 86SC00330

Interest #:
187429797

CNV Caveat

Value: N/A

Reg'd: 18 Dec 1989 00:38:04

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106446269

Converted Instrument #: 89SC22838

Addresses for Service:

Name

Owner:

William Hagel

Client #: 135935680

Owner:

Charlene Blakley

Client #: 135935691

Owner:

Brenda Ziebart

Client #: 135935736

Address

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140815706 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

84 - SC — 15219

Fees		Inst. <u>Ex. Caveat</u>	
Total Fees <u>7.00</u>		From <u>Tri Cities Land</u>	
Amt. Rec'd <u>acct.</u>		Address <u>Med. Nat.</u>	
Balance <u> </u>		Their Reference <u>SW 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>73-SC-14149(a) - SW30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy <u>yes</u>	1
		Cert. Copy	
		Notices <u>yes</u>	1

Remarks:

14843

SD Initials

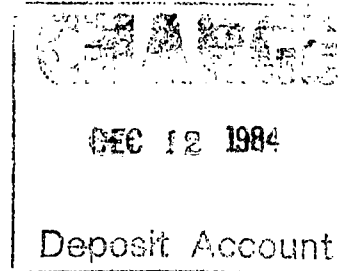
902 - 16 Street S.W.
Medicine Hat, Alberta T1A 8A4



Telephone (403) 529-1231
(403) 529-1257

December 7, 1984

LAND TITLES OFFICE
350 Cheadle Street West
SWIFT CURRENT, Saskatchewan
S9H 4G3



Dear Sir or Madam:

Re: NORTH CANADIAN OILS LIMITED

Registration of Easements

SW $\frac{1}{4}$ 30-14-27-W3M, SE $\frac{1}{4}$ 26-14-28-W3M, SE $\frac{1}{4}$ 25-14-28-W3M, SW $\frac{1}{4}$ 25-14-28-W3M,

SW $\frac{1}{4}$ 7-15-27-W3M, W $\frac{1}{2}$ 6-15-27-W3M, NE $\frac{1}{4}$ 1-15-28-W3M and NW $\frac{1}{4}$ 1 & NE $\frac{1}{4}$ 2 15-28-W3M

Our Files: MH-378-84-3, 7, 8, 9, 12, 13, 14 and 15

Further to the above, please find enclosed herewith Saskatchewan Caveats for each of the above described lands, in duplicate, which we would request you register for the Easements.

Upon completion of registration, we would appreciate receiving one copy of the duly registered Caveats, together with the current uncertified copies of Certificates of Title, showing the Easements registered.

We trust you will find the enclosed to be in order. However, should you have any questions, please do not hesitate to contact the writer.

Yours truly,
TRI CITIES LAND SERVICES LTD.

for Darcy Edwards,
Manager

/rf
Encls.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ NORTH CANADIAN OILS LIMITED,
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ under and by virtue of an Easement dated November 6th, A.D. 1984, made between WILLIAM HAGEL, being the registered owner of the hereinafter described lands as Grantor and the Caveator herein as Grantee, wherein the Grantor granted and leased to the Caveator a certain portion of the hereinafter described lands for the purposes and upon the terms and conditions, all as more particularly set forth in the said Easement.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30),
in Township Fourteen (14),
in Range Twenty Seven (27),
West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres, more or less, according to Dominion Government Survey thereof,

EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for Right of Way and Extra Widths of the Canadian Pacific Railway, as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666,
MINERALS IN THE CROWN.

(As more particularly described on Certificate of Title No. 73-SC-14149(a)).

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

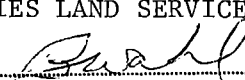
MY ADDRESS is: 10th Floor, Bradie Building, 630 - 6th Avenue South West,
Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan S4P 2K3

DATED this 7th

day of December

A.D. 19 84

NORTH CANADIAN OILS LIMITED, as per its agent:
TRI CITIES LAND SERVICES LTD.


BILL WAHL,
AGENT FOR THE CAVEATOR

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, BILL WAHL of the City
of Medicine Hat in the Province of Alberta
Agent for the within named caveator, make oath and say:

1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the within caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of *The Land Titles Act*.

SWORN before me at the City of
Medicine Hat in the Province of Saskatchewan

the 7th day of December 19 84

Gloria Greenstein

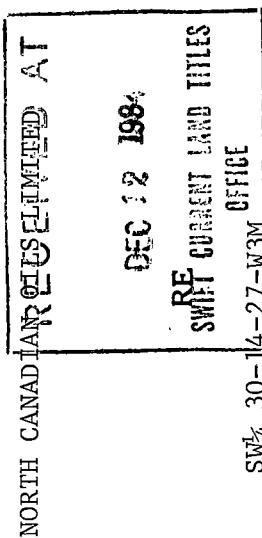
A Commissioner for Oaths ~~in and for~~ the Province of
Saskatchewan. without

My Appointment expires December 31, 1986.
GLORIA GREENSTEIN.

Bill Wahl
BILL WAHL

84SC15213

Dated December 7th A.D. 1984



CAVEAT

Commercial Printers. Ltd., Regina, Sask.

TRI CITIES LAND SERVICES LTD.
902 - 16th Street South West
MEDICINE HAT, Alberta
T1A 8A4

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 12 day of Dec
A.D. 1984 as Number 84SC-15213
Registrar
S.C.L.R.O.



Instrument Work Sheet

84 - SC — 15609

Fees	Inst. <u>As agent</u>
Total Fees <u>7.00</u>	From <u>Meridian Bank Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>SW 30-14-27 W3</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to
above Addressee? no
Is Instrument Registrable? yes Titles Affected 13-51-14/49(a) - SW 3

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	1
			Cert. Copy	
			Notices	1

Remarks:

JK Initials
44,900-6-83 2

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

WILLIAM HAGEL of Golden Prairie
in the Province of Saskatchewan Farmer.
(hereinafter called the "Lessor"), (Occupation)
NORTH CANADIAN OILS LIMITED and Calgary
in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

The South West Quarter of
Section THIRTY (30) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149(a)
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of [REDACTED] dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage [REDACTED]

(ii) Rent [REDACTED]

Payment in subsequent years by lessee

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

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than [REDACTED]
Dollars [REDACTED].

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years up on request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

NORTH CANADIAN OILS LIMITED, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, _____ wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS LAND APPROVED

Per: _____ ASSISTANT SECRETARY

Signed, sealed and delivered by the above named Lessor in the presence of

WILLIAM HAGEL

CERTIFICATE

I, _____, Judge of the District Court for _____, (or as the case may be), do hereby certify that I have examined _____, wife of _____ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of theCity.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did seeWILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the saidWILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day ofOctober.....19 84..

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

AFFIDAVIT

I,.....WILLIAM HAGEL....., of theDistrict.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor ~~(or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead ~~(or the homestead of the Lessor)~~, or has been my home-
stead ~~(or the homestead of the Lessor, as the case may be)~~ at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of ...October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND BEFORE A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EXPIRES DECEMBER 31, 1987.



PLAN SHOWING THE PROPOSED
WELLSITE LOCATION OF

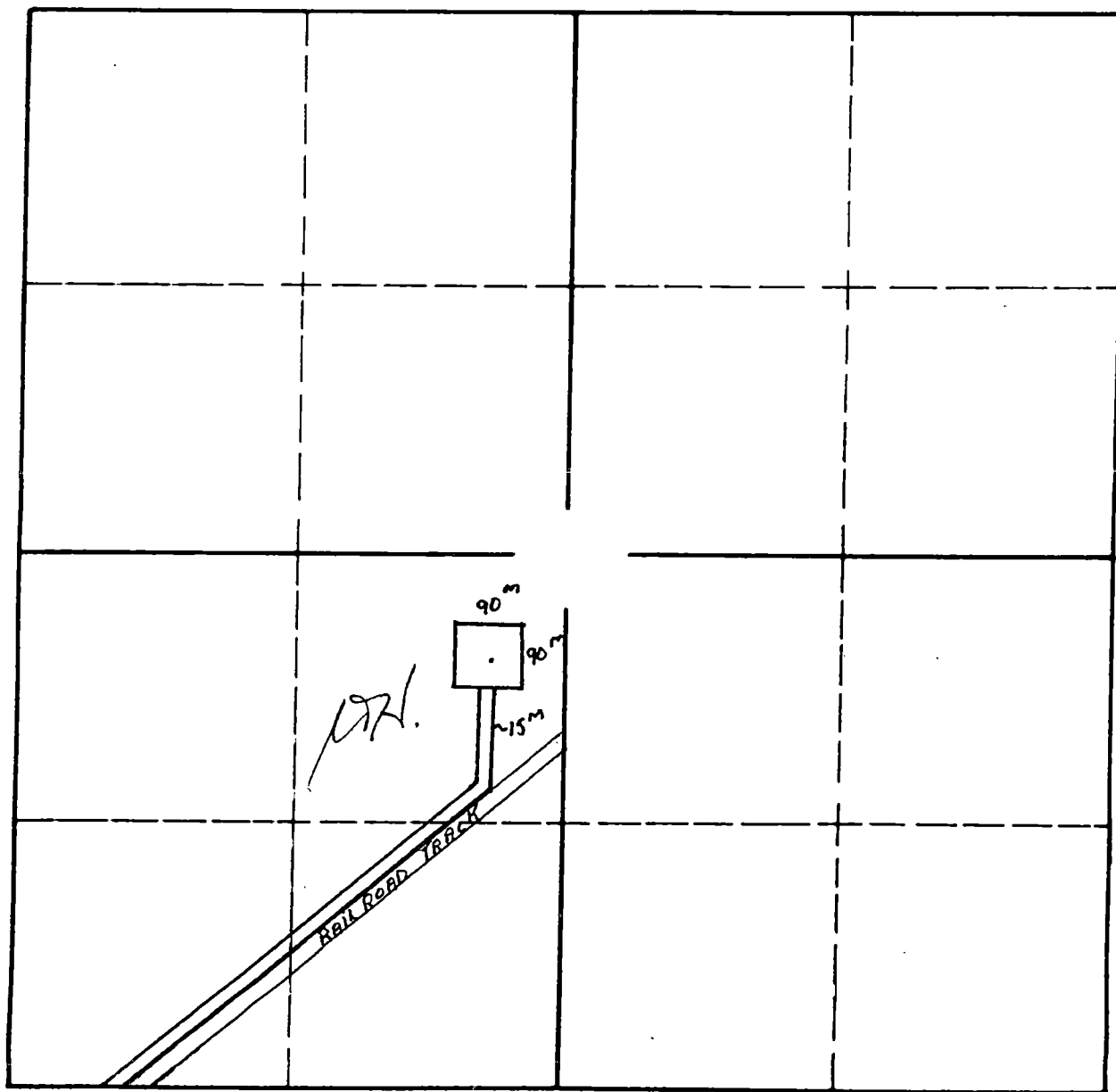
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

Subject to change by mutual agreement prior to drilling, with the lease consideration to be applied on any alternative site.



Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

[illegible]

CO-ORDINATES: 673.29 N. of S. Bdry. } Sec. 30
626.41 E. of W. Bdry.

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

Martin D. Lusk
PRODUCTION MANAGER
Jean H. Lusk
ASSISTANT SECRETARY

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE that K North Canadian Oils Limited
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~xxx~~ in the undermentioned lands by virtue of a Surface Lease dated October 24, 1984, between William Hagel of Golden Prairie, in the Province of Saskatchewan, as Lessor and North Canadian Oils Limited as Lessee, a copy of which is attached hereto and made a part hereof and is identified as Exhibit "A";

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30) in Township Fourteen (14) Range Twenty Seven (27) West of the Third Meridian,

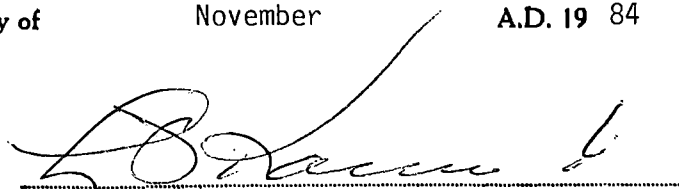
EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for a Right of Way and Extra Widths of the Canadian Pacific Railway as shown on the Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.
Minerals of the Crown.

being lands described in Certificate of Title No. 73-SC-14149(a),
standing in the register in the name of William Hagel.

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 10th Floor, 630 - 6th Avenue SW
 Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
 Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
 1850 Cornwall Street
 Regina, Saskatchewan S4P 2K3

DATED this 30th day of November A.D. 19 84


Agent of the Caveator

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

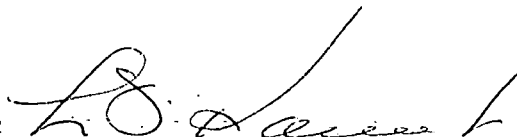
I, Larry F. Kanuit of the City
of Calgary in the Province of Alberta
Land Manager, Agent of the within named caveator, make oath and say:

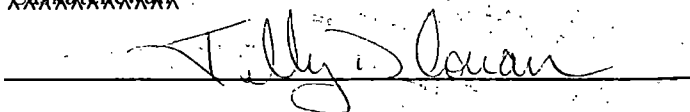
1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. That the claim mentioned in the within caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of *The Land Titles Act*.

SWORN before me at the City of
Calgary in the Province of Saskatchewan
the 30th day of November 19 84

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Saskatchewan


Larry F. Kanuit



KELLY D. COWAN
A Commissioner for Oaths without
the Province of Saskatchewan
My Commission expires December 31, 19 89

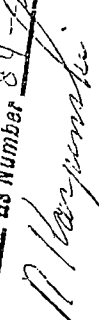
84SC14813
84SC15603

Dated _____ A.D. 19 _____

RECEIVED AT
SWIFT CURRENT LAND TITLES
OFFICE
DEC 21 1984
RE
SWIFT CURRENT LAND TITLES
OFFICE
This instrument remained at
84-14813 is REJECTED.

CAVEAT

Commercial Printers Ltd., Regina, Sask.

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Dec
A.D. 19 84 as Number 84-14813-15603

Registrar
S.O.L.R.O.



Instrument Work Sheet

85 - SC — 10772

Fees		Inst. <u>Canada</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

EXHIBIT "A"

File No. C(M) 20414-13
6 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 19 85
 Between: William Hagel
 of Golden Prairie
Saskatchewan
 in the Province of (hereinafter called the "Lessor")
North Canadian Oils Limited and (Occupation)
 of Calgary
Alberta
 in the Province of (hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW $\frac{1}{4}$), South East (SE $\frac{1}{4}$) and South West Quarters (SW $\frac{1}{4}$) in Section **Thirty (30)**
 in Township **Fourteen (14)** in Range **Twenty Seven (27)**
 West of the **Third (3rd)** Meridian
 in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) **853606898**
 of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Patroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

- (a) for the first year the sum of _____ dollars,
 (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:
 (i) Compensation for capital damage _____ dollars
 (ii) Rent _____ dollars

Payment in subsequent years by lessee

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

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

- (a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

- (b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

- (c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of


WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED



Signed, sealed and delivered by the above named Lessee in the presence of

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

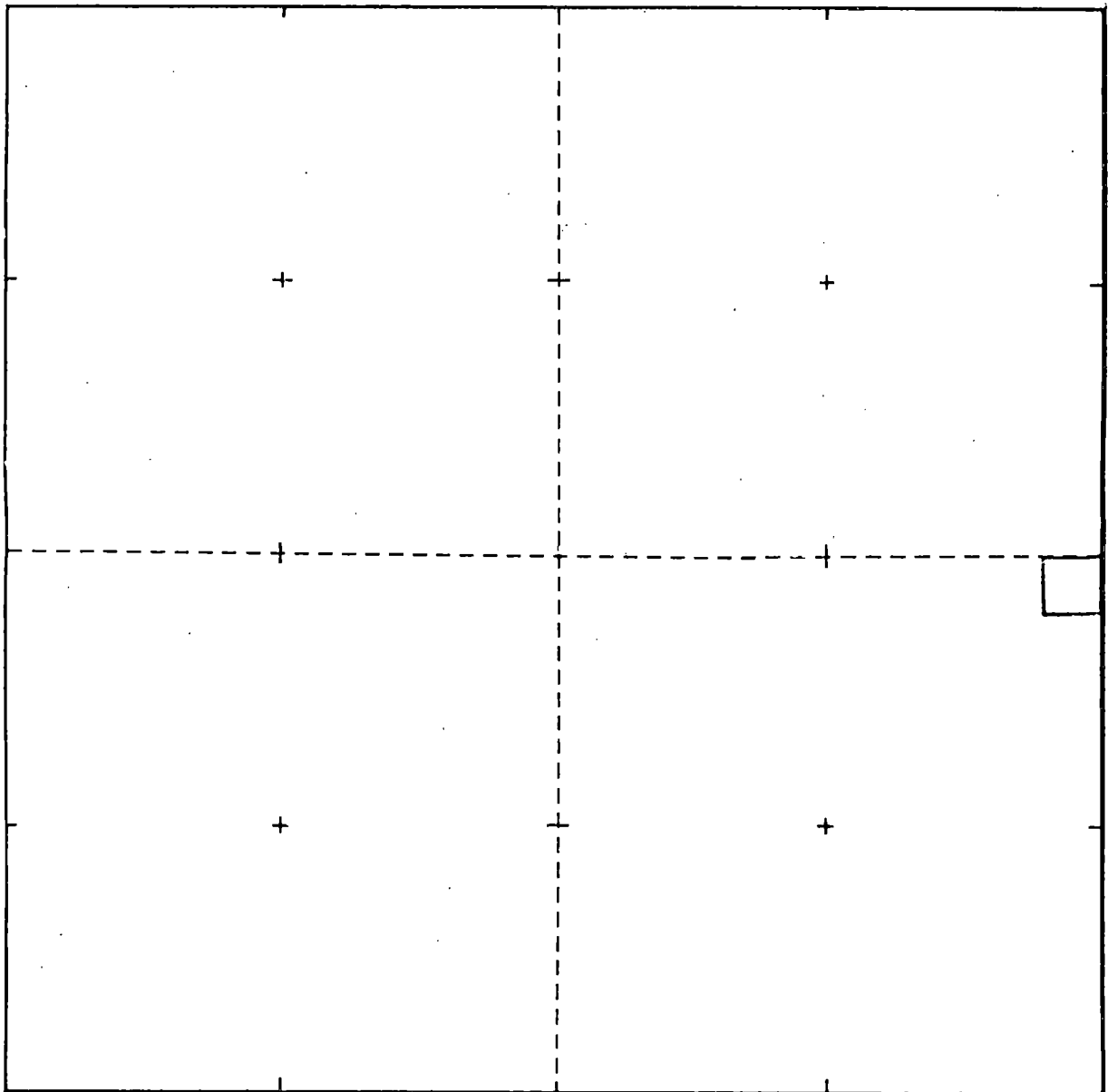
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEM

W. Hagem

Ken Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

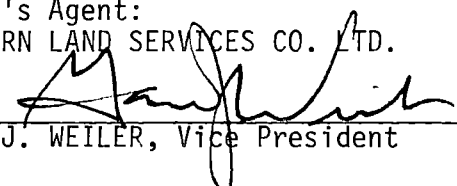
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

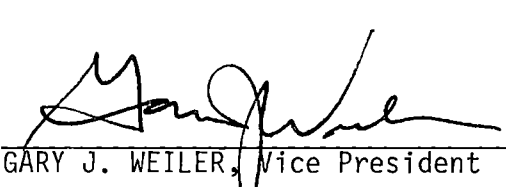
A F F I D A V I T

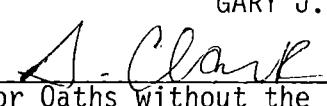
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

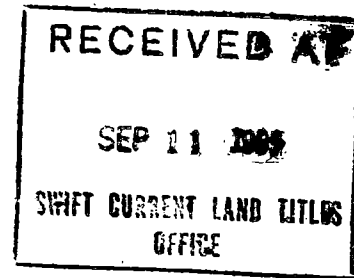
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 1/2 30</u>		

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

and North Canadian Oils Limited of Calgary

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

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

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**
LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....
.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

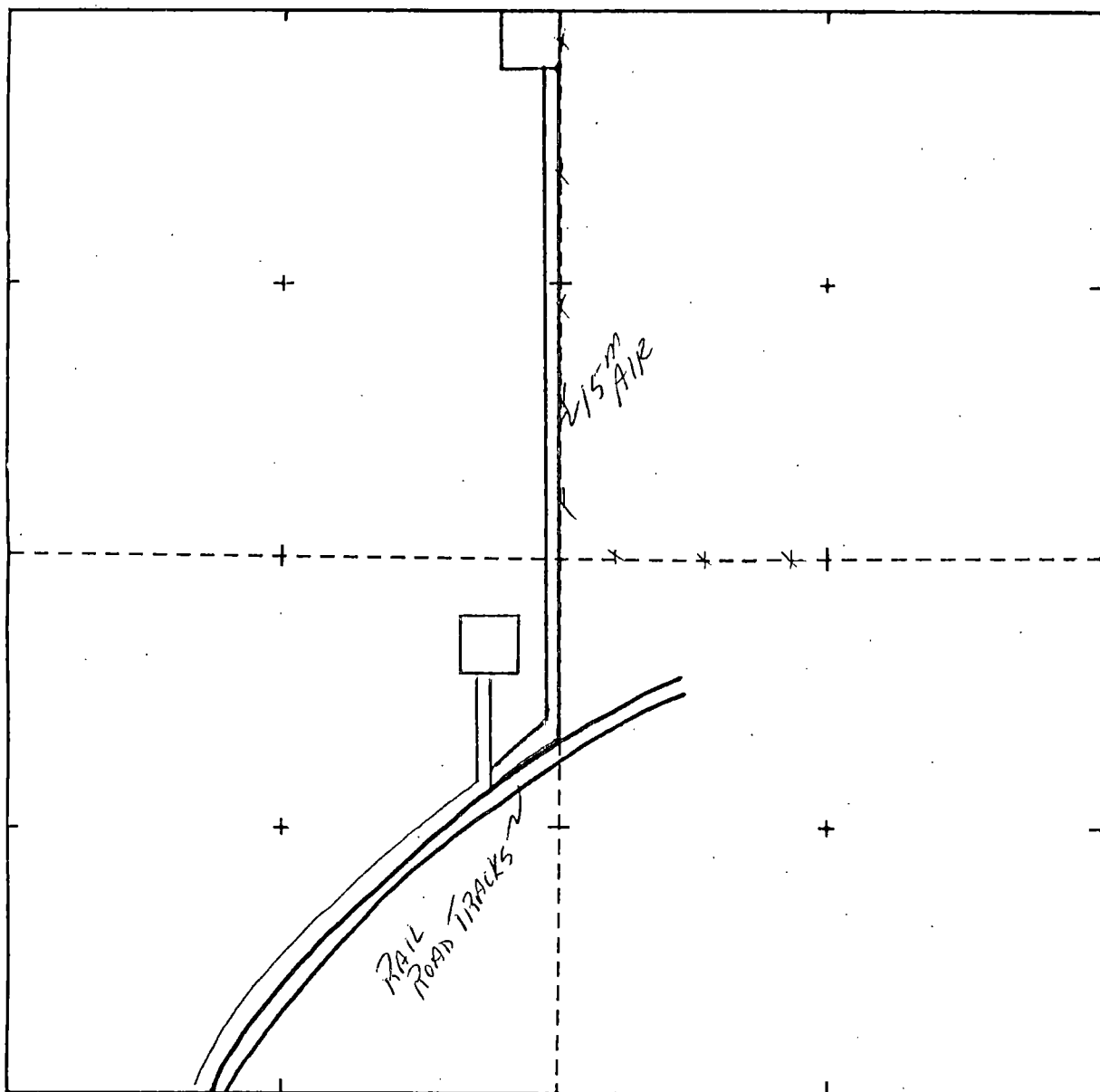
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

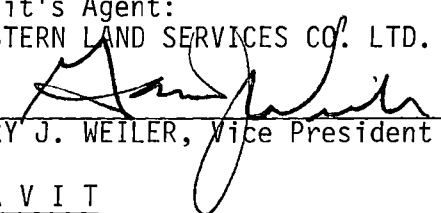
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

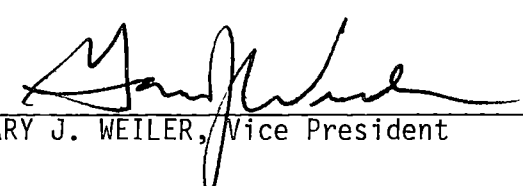
A F F I D A V I T


CANADA) I, GARY J. WEILER, of the City of Calgary, in the
PROVINCE OF ALBERTA) Province of Alberta, Vice President of Western Land
TO WIT:) Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

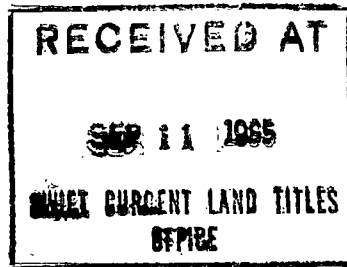
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

Encumbrances			Certificates, Notices, Required	
			Type	Quantity
Title		General Register	Abstract	
		<u>Clear</u>	G.R.C.	
			Uncertified Copy	
			Cert. Copy	
			Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M


Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

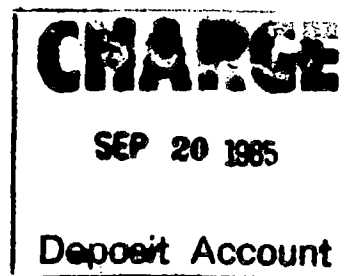
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

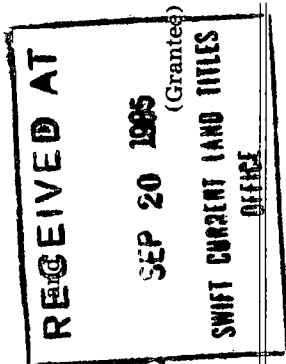
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~
Landman _____, make oath and say: Alberta

1. That I was personally present and did see William Hagel
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at District of Golden Prairie in the
Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief
of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ the Province of Saskatchewan
without
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2262
Registered
S.C.L.R.D.
Western
WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

1. That I was personally present and did see _____
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the
Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief
of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan



Instrument Work Sheet

86 - SC — 00330

Fees		Inst. <u>Saveat</u>	
Total Fees <u>15.00</u>		From <u>Western Land Sur Co Ltd</u>	
Amt. Rec'd <u>none</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>S.W. 30 - 14-22-3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? <u>44</u> Titles Affected <u>85566898 SW-30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	1

Remarks:

OK Initials

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Amendment to Surface Lease dated July 23, A. D. 1985, a copy of which said Amendment to Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Praire, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

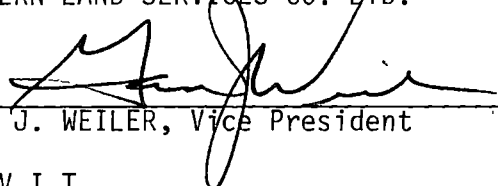
The South West Quarter of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres, more or less, Excepting: 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.
MINERALS IN THE CROWN.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk Kyle
& Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 8th day of January, A. D. 1986.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President


A F F I D A V I T

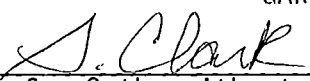
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 8th day of January
A. D. 1986.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

THIS AGREEMENT made the 23rd day of July A.D. 1985.

BETWEEN: **William Hagel**
Box 81
Golden Prairie, Saskatchewan
SON OYO (hereinafter called the "Lessor")
 OF THE FIRST PART

and

NORTH CANADIAN OILS LIMITED

(hereinafter called the "Lessee")
 OF THE SECOND PART

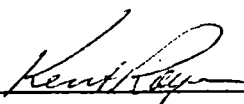
WHEREAS the Lessee is the Lessee under a surface lease (the surface lease")
 a copy of which is hereunto annexed;

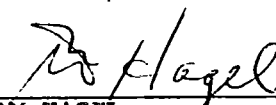
AND WHEREAS the Lessor is the successor in title to the Lessor named in the
 surface lease, and the parties have agreed to modify the surface lease as hereinafter set
 forth.

WITNESSETH that the Parties hereto hereby covenant and agree to and with one
 another as follows:

1. The Lessee shall pay to the Lessor the sum of _____
 _____ Dollars (\$~~500.00~~) for disturbance
 caused by drilling operations for a second well on the demised premises as set forth in
 the surface lease. The Lessor accepts the said sum as full and sufficient payment and
 represents that the Lessor is in possession of the lands covered by the surface lease and
 is the person entitled to receive the said payment.
2. Commencing on the 24th day of October, 1985, the rent payable under
 the surface lease shall be _____
 _____ Dollars (\$~~500.00~~) per annum
 payable annually in advance on the anniversary date of each year of the term.
3. Clause 5 (a) of the said Surface Lease is hereby amended to read as follows:
 "Review of rent every three years upon request by either party
 (a) Notwithstanding anything contained in this Lease, upon the request of
 either party to this lease, the amount of rent payable in respect of the demised
 premises shall be subject to review at the end of three years from the date
 hereof and at the end of each succeeding three year period. Such request shall
 be in writing and given to the other party at least thirty 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 to any other
 matter in connection therewith, the arbitration provisions of the Surface Rights
 Acquisition and Compensation Act, 1968 shall apply."
4. The Lessor agrees to the surface lease being amended for the inclusion of an
 additional area as shown on the sketch plan attached hereto and initialled by the Lessor.
5. Except as amended hereby, the surface lease is in all respects ratified and
 confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of
 the day and year first above written.




 WILLIAM HAGEL

 NORTH CANADIAN OILS LIMITED

PER: _____

PER: _____

Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27, W.3 M.

Portion referred to shown thus
 Survey monuments found shown thus
 Iron pins 1.5 cm x 38.1 cm planted shown thus
 Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

7169

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

..... WILLIAM HAGEL of Golden Prairie
 in the Province of Saskatchewan Farmer
 (hereinafter called the "Lessor"), (Occupation)
 NORTH CANADIAN OILS LIMITED and Calgary
 in the Province of Alberta
 (hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

The South West Quarter of
 Section THIRTY (30) in Township FOURTEEN (14)

Range TWENTY SEVEN (27) West of the THIRD Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) .. 73-SC-14149(a) ..

..... of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of dollars,
 (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage dollars

(\$)

(ii) Rent dollars

(\$)

Payment in subsequent years by lessee

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

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than Dollars (\$).

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years up on request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of theCity.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did seeWILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the saidWILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day ofOctober.....19 84.

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the AFFIDAVIT
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....WILLIAM HAGEL....., of theDistrict.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor (~~or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead (~~or the homestead of the Lessor~~), or has been my home-
stead (~~or the homestead of the Lessor, as the case may be~~) at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the.....
day of.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of.....October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EX 31 DECEMBER 31 1987.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

NORTH CANADIAN OILS LIMITED, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, _____ wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

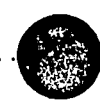
NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS

Per: _____ ASSISTANT SECRETARY

Signed, sealed and delivered by the above named Lessor in the presence of

WILLIAM HAGEL



CERTIFICATE

I, _____, Judge of the District Court for _____, (or as the case may be), do hereby certify that I have examined _____, wife of _____ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)



PLAN SHOWING THE PROPOSED WELLSITE LOCATION OF

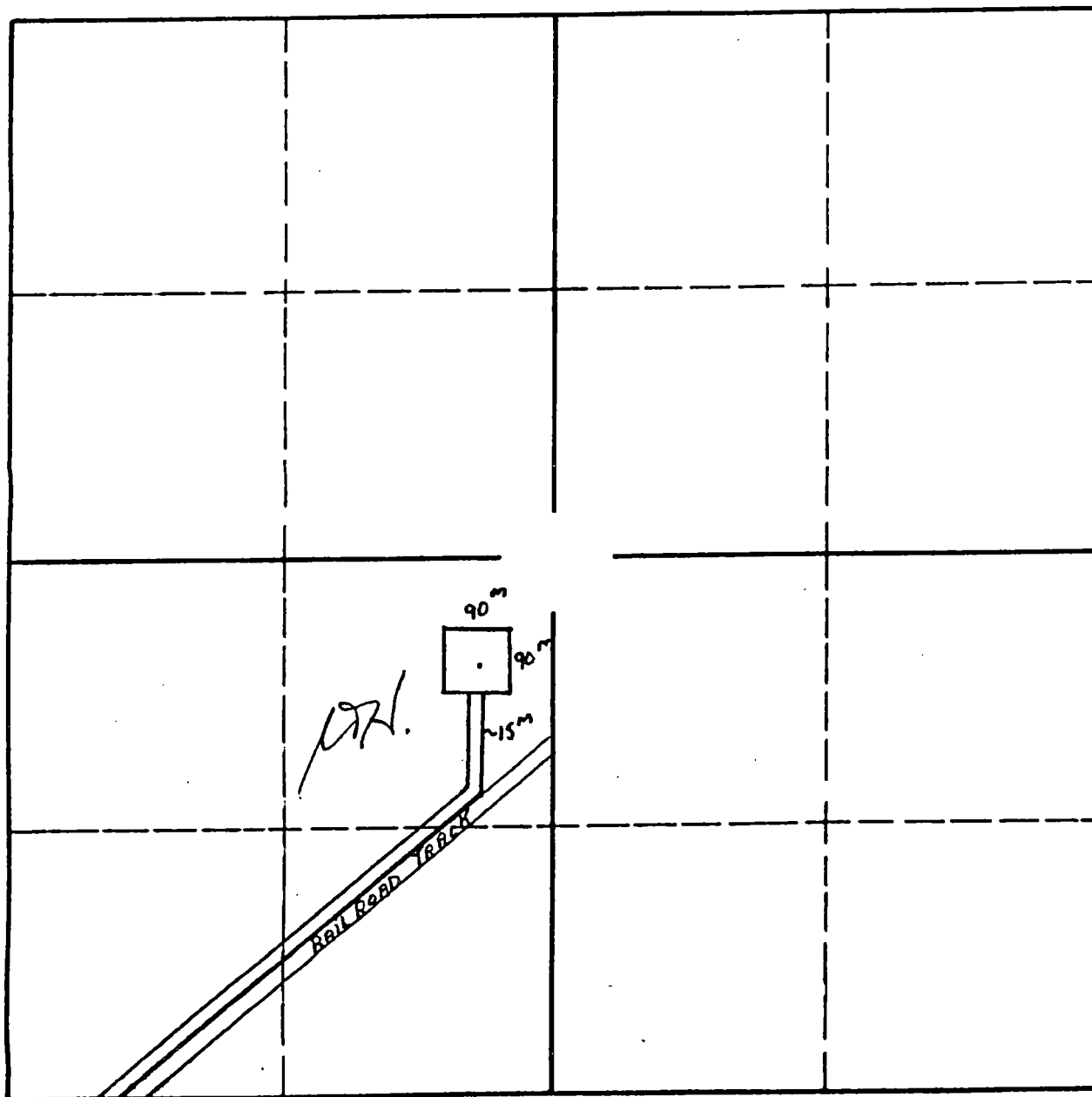
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

Subject to change by mutual agreement prior to drilling, with the lease consideration to be applied on any alternative site.

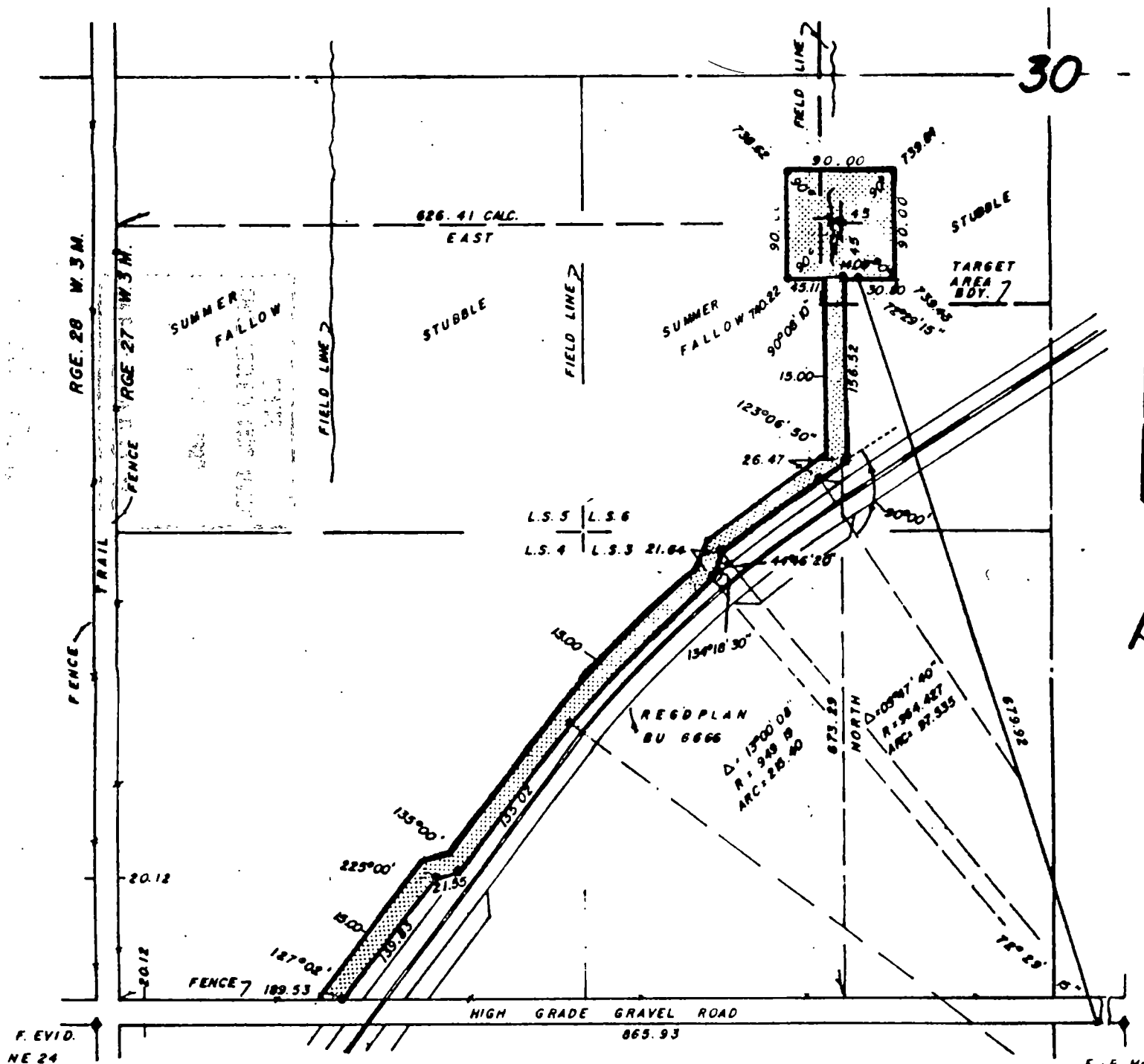


NCO HATTEN 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

G. E. Hower
Saskatchewan Land Surveyor



Steve Hower
Witness

MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

ELEVATION 738.96 Ground

CO-ORDINATES: 673.29N. of S. Bdry.
626.41 E. of W. Bdry. } Sec. 30

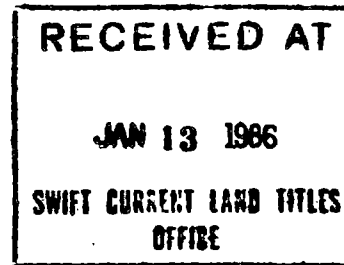
AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus



86SC00330



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 13 day of Jan
A.D. 1986 as Number 86SC00330

H. Harpinski Registrar
S.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

<p>FEEES</p> <p>Total Fees</p> <p>Amt. Rec'd <i>acct</i></p> <p>Balance</p>	<p>Inst. <i>Canwest</i></p> <p>From <i>Coreke</i></p> <p>Address <i>Calgary</i></p> <p>Their Reference</p>
---	--

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

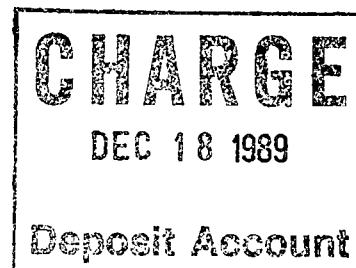


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

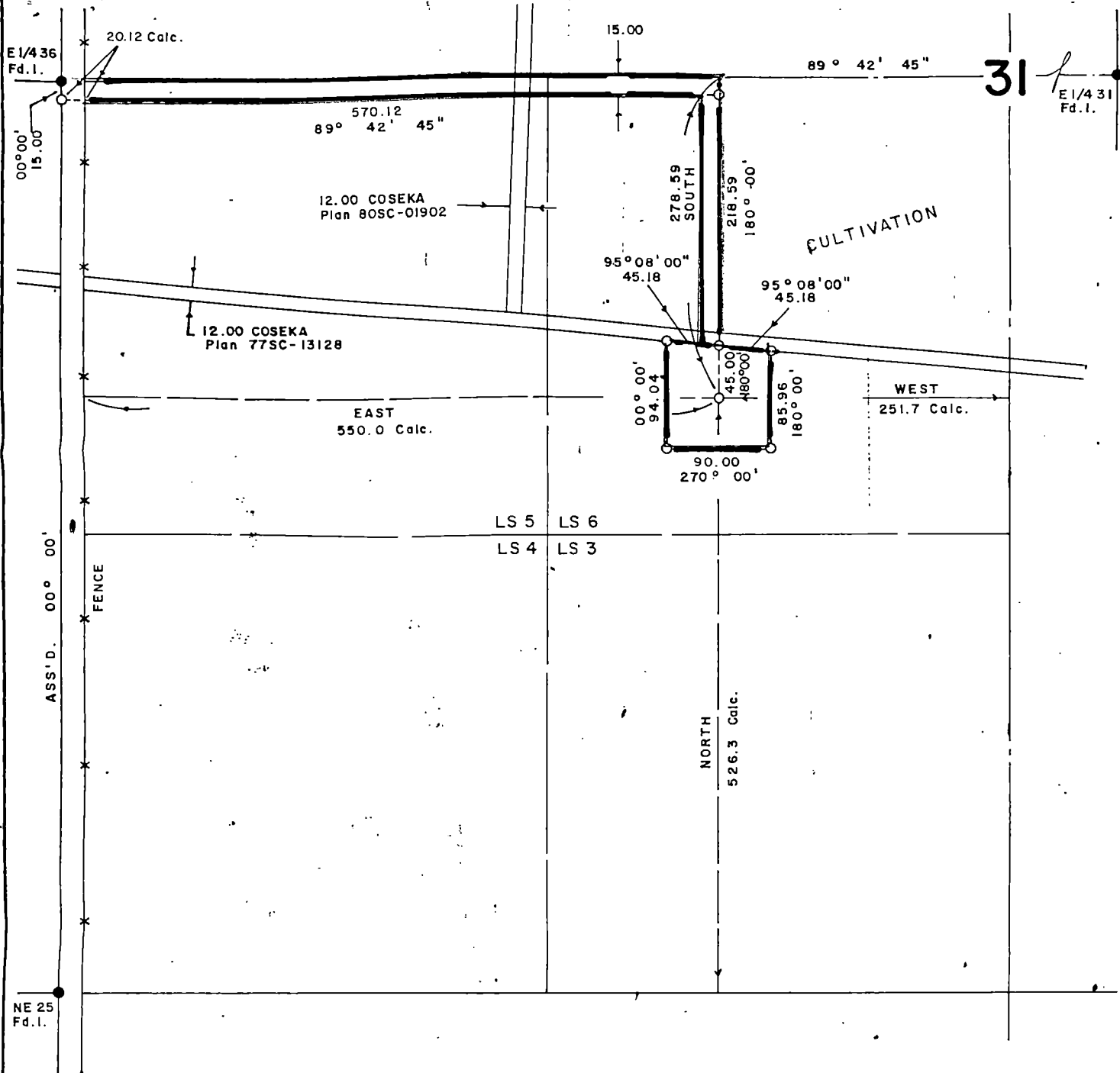
(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 6-31-14-27

IN LSD. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

SCALE 1:5000

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, AD 1989.

W. H. Jones SLS *A. Smith* Witness

LEGEND

- Survey monument found shown thus ☒
- 30cm Iron Spike planted shown thus ☐
- Portions referred to shown thus ☐
- Distances are in metres and decimals thereof.

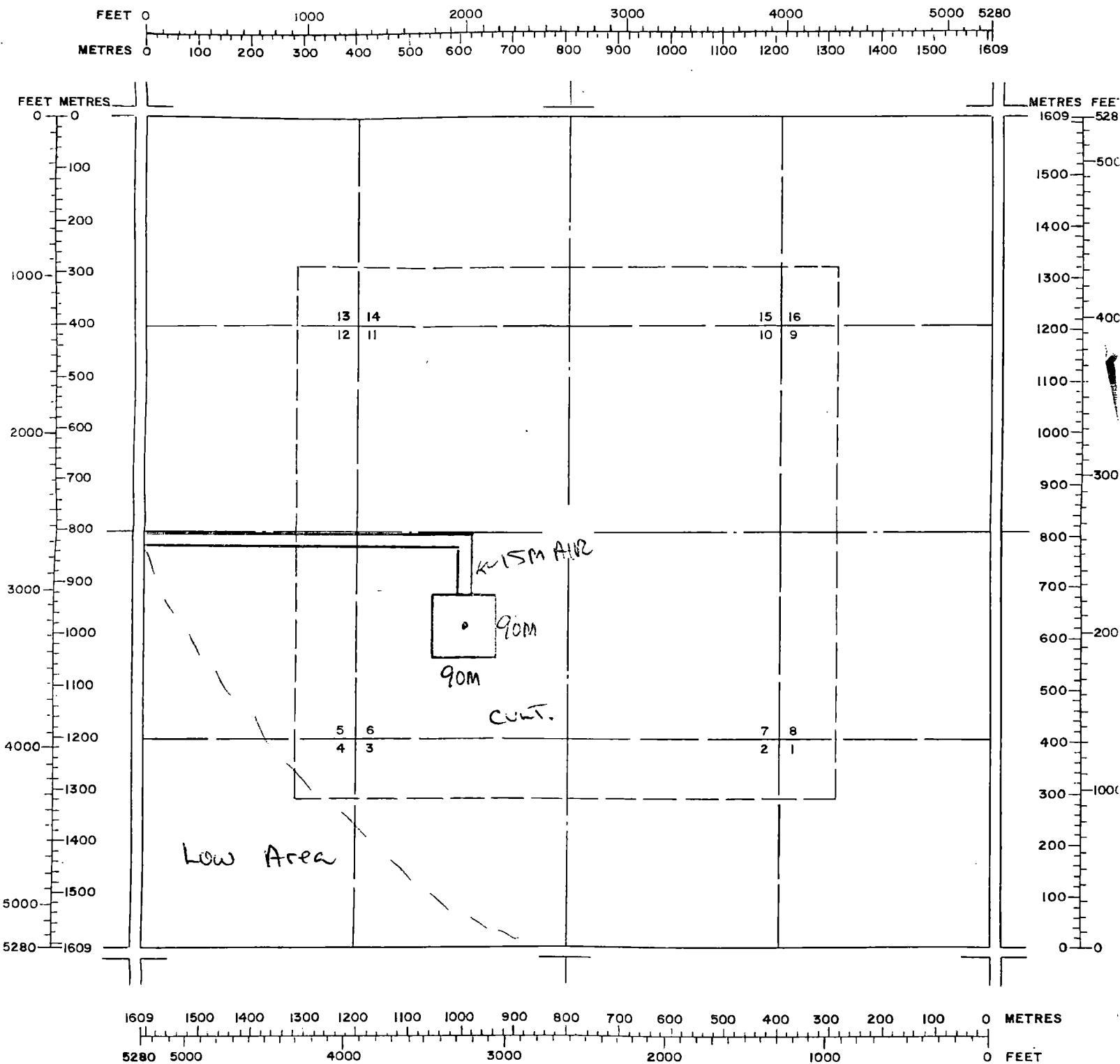
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 0.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, of
in the Province of Saskatchewan,, make oath and say:

1. THAT I was personally present and did see
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 in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

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

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in ~~the Province of~~ **ALBERTA**
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this 28

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.


being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

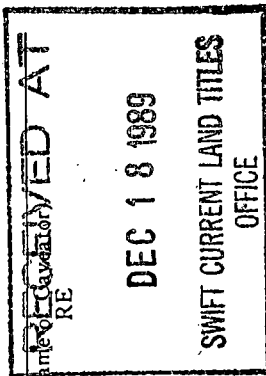
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

A.D. 19

Dated



(the Land)

Caveat

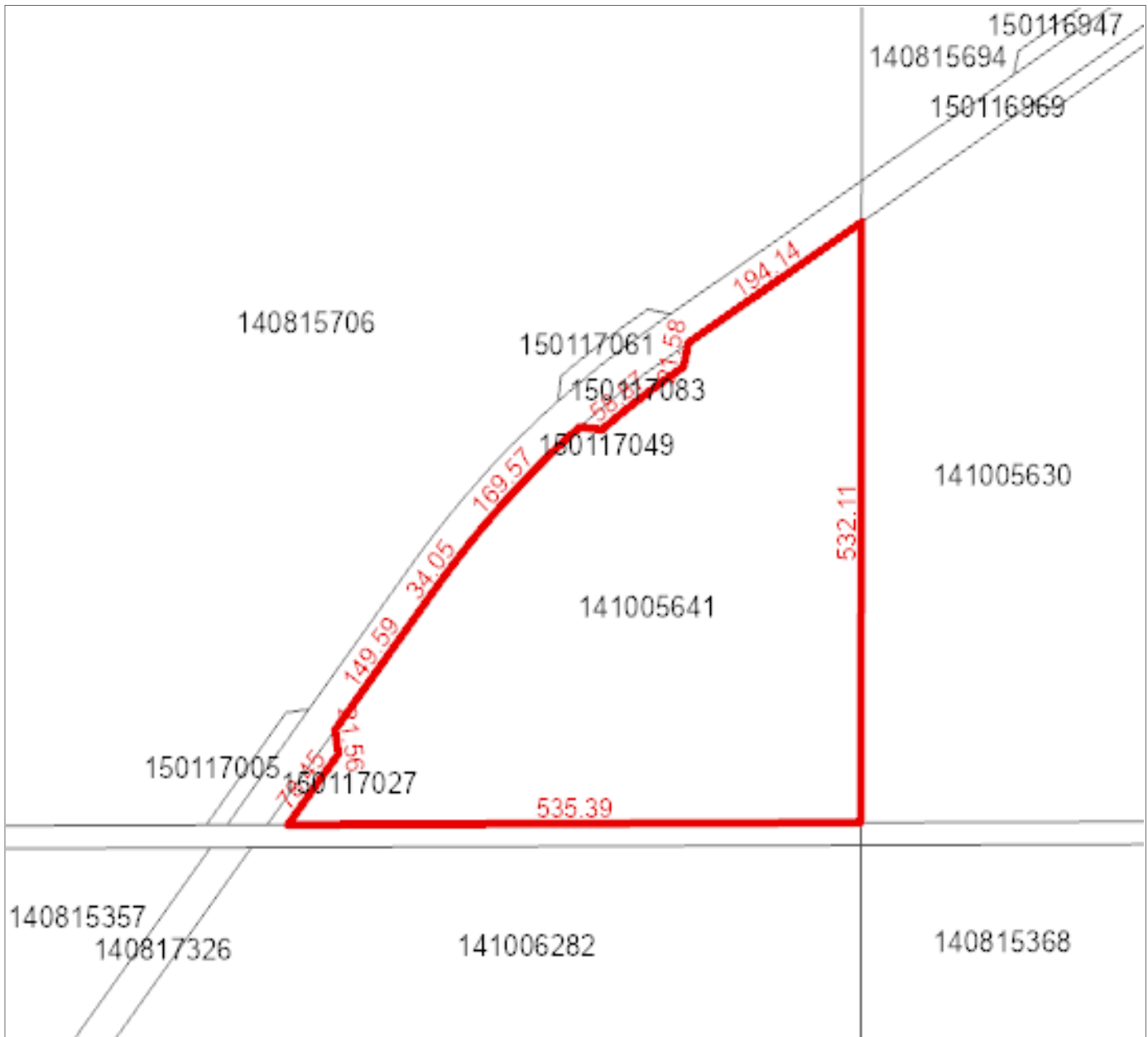
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 141005641

REQUEST DATE: Mon Jan 26 12:42:00 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 16.879 hectares (41.71 acres)

Title Number(s) : 152733797

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SW 30-14-27-3 Ext 2

Source Quarter Section : SW-30-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630400

PID: 1558048



Civic Address:

Legal Location: Qtr SW Sec 30 Tp 14 Rg 27 W 3 Sup 00

Supplementary: EXCEPT: RR

Title Acres: 152.00

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
64.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,711.44
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	45.52
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]	Man made hazard RR/RD: Railroad/Road Rate: 0.94			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
85.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,798.30
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	47.83
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]	Man made hazard RR/RD: Railroad/Road Rate: 0.94			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
3	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$262,400		1	Other Agricultural	55%	\$144,320				Taxable
Total of Assessed Values:	\$262,400				Total of Taxable/Exempt Values:	\$144,320				

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630400

PID: 1558048

Province of Saskatchewan Land Titles Registry Title

Title #: 152733810
Title Status: Active
Parcel Type: Surface
Parcel Value: \$118,500.00 CAD
Title Value: \$118,500.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672814

As of: 26 Jan 2026 10:03:03
Last Amendment Date: 09 Mar 2020 14:05:53.093
Issued: 09 Mar 2020 14:05:52.720
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815694

Reference Land Description: SE Sec 30 Twp 14 Rge 27 W 3 Extension 1
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429843

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429854

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429865

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

Holder:
 CANADIAN NATURAL RESOURCES LIMITED
 2100, 855 - 2ND ST SW
 CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429876

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 Coseka Resources Limited
 MLT Aikins LLP #1500-1874 Scarth Street
 Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106446269
Converted Instrument #: 89SC22838

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005630 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

85 - SC — 10772

Fees		Inst. <u>Canada</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....
.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

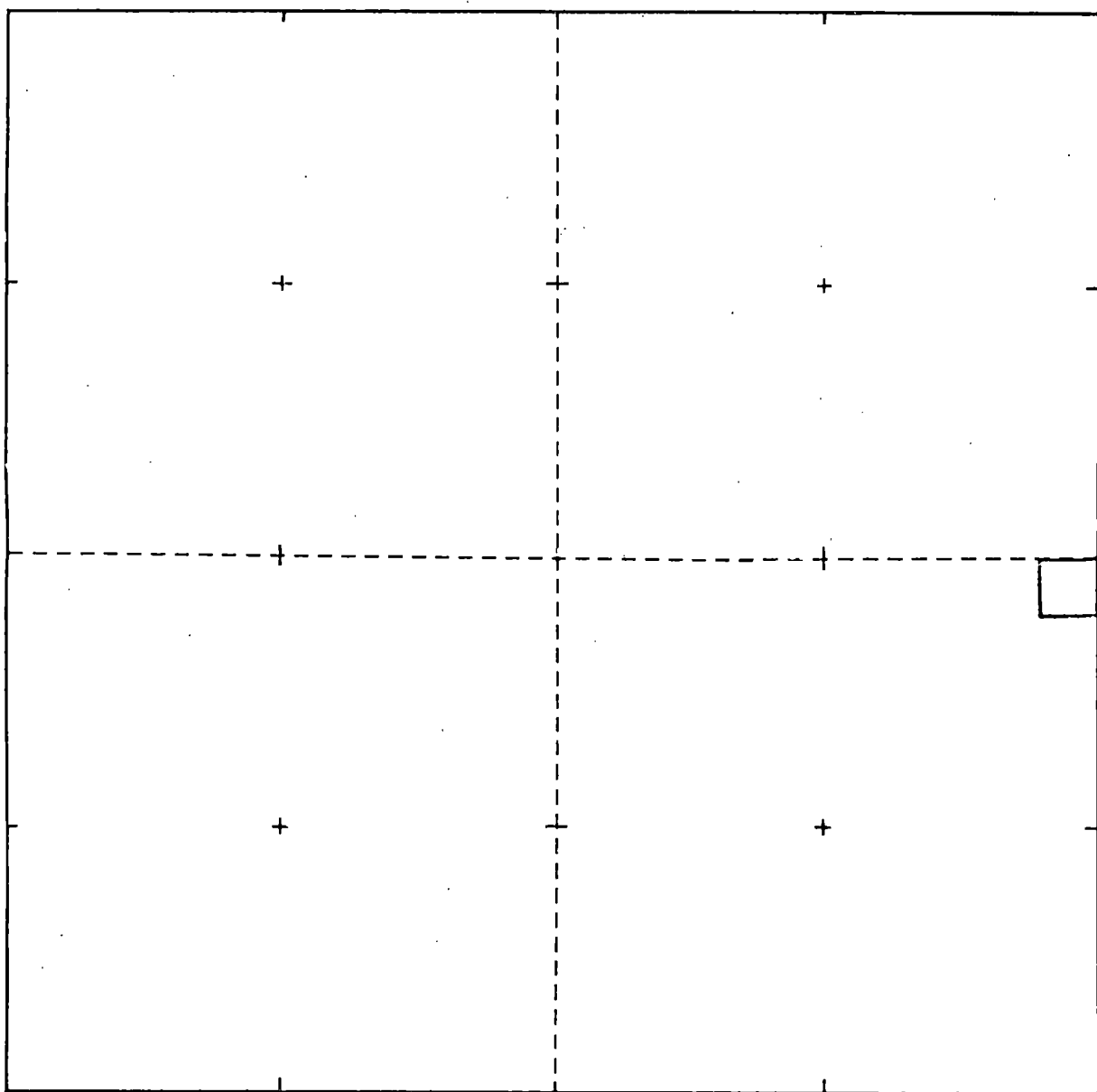
OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 19 85

SKETCH PLAN
PROPOSED LOCATION OF
WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hegel

Ken Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

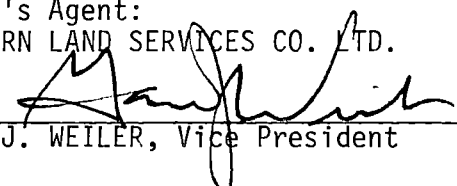
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

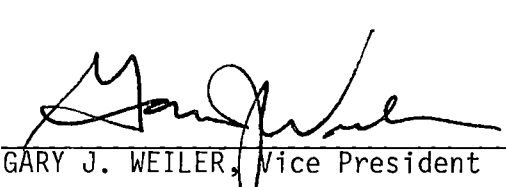
A F F I D A V I T

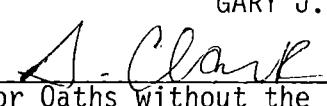
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

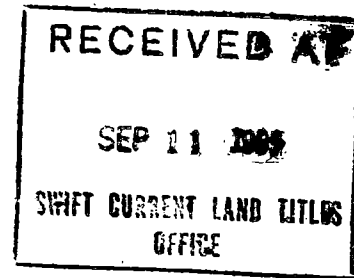
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/4 30-14-27W3</u>

Is Dup. C. of T. with Instrument? NO In Office? yes Being Returned to above Addressee? NO
Is Instrument Registrable? yes Titles Affected 85SC06898 - NW 1/4 30

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	
		Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices <u>1/2</u>	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

and North Canadian Oils Limited of Calgary

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

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

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....
.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

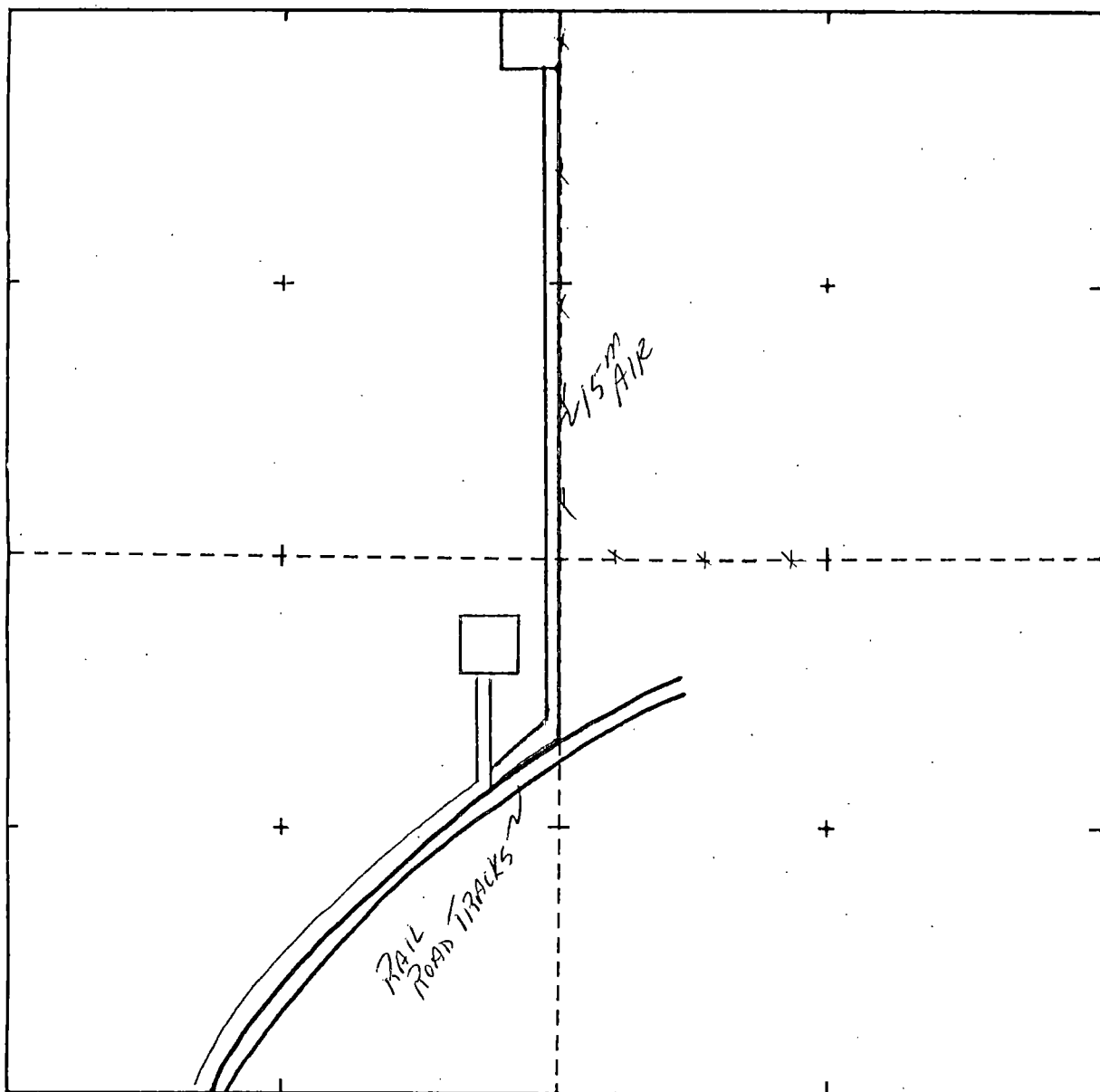
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

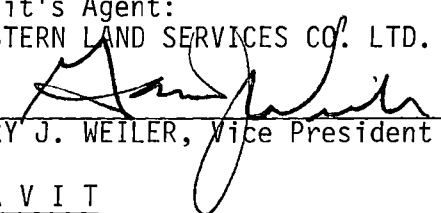
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

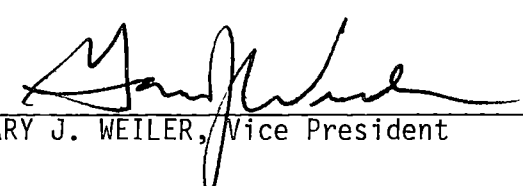
A F F I D A V I T


CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

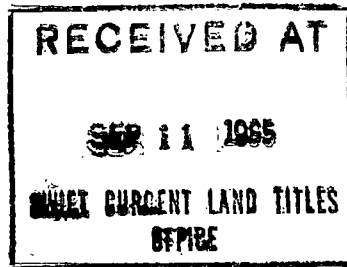
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

Encumbrances			Certificates, Notices, Required	
			Type	Quantity
Title		General Register	Abstract	
		<u>Clear</u>	G.R.C.	
			Uncertified Copy	
			Cert. Copy	
			Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M


Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

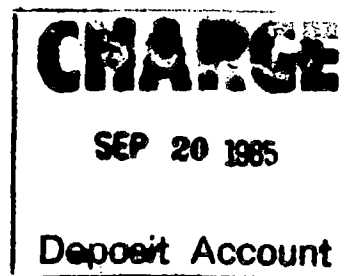
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser) _____
_____ (Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

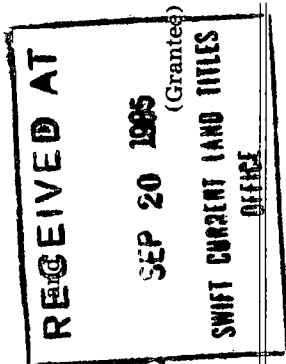
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ _____
Landman _____, make oath and say: Alberta

1. That I was personally present and did see William Hagel
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ the Province of Saskatchewan
without
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
Western
WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

1. That I was personally present and did see _____
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

<p>FEEES</p> <p>Total Fees</p> <p>Amt. Rec'd <i>acct</i></p> <p>Balance</p>	<p>Inst. <i>Canwest</i></p> <p>From <i>Coreke</i></p> <p>Address <i>Calgary</i></p> <p>Their Reference</p>
---	--

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

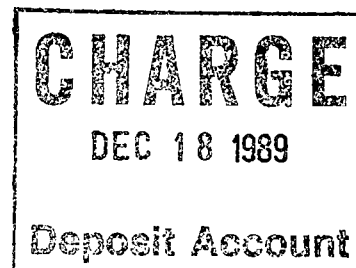


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

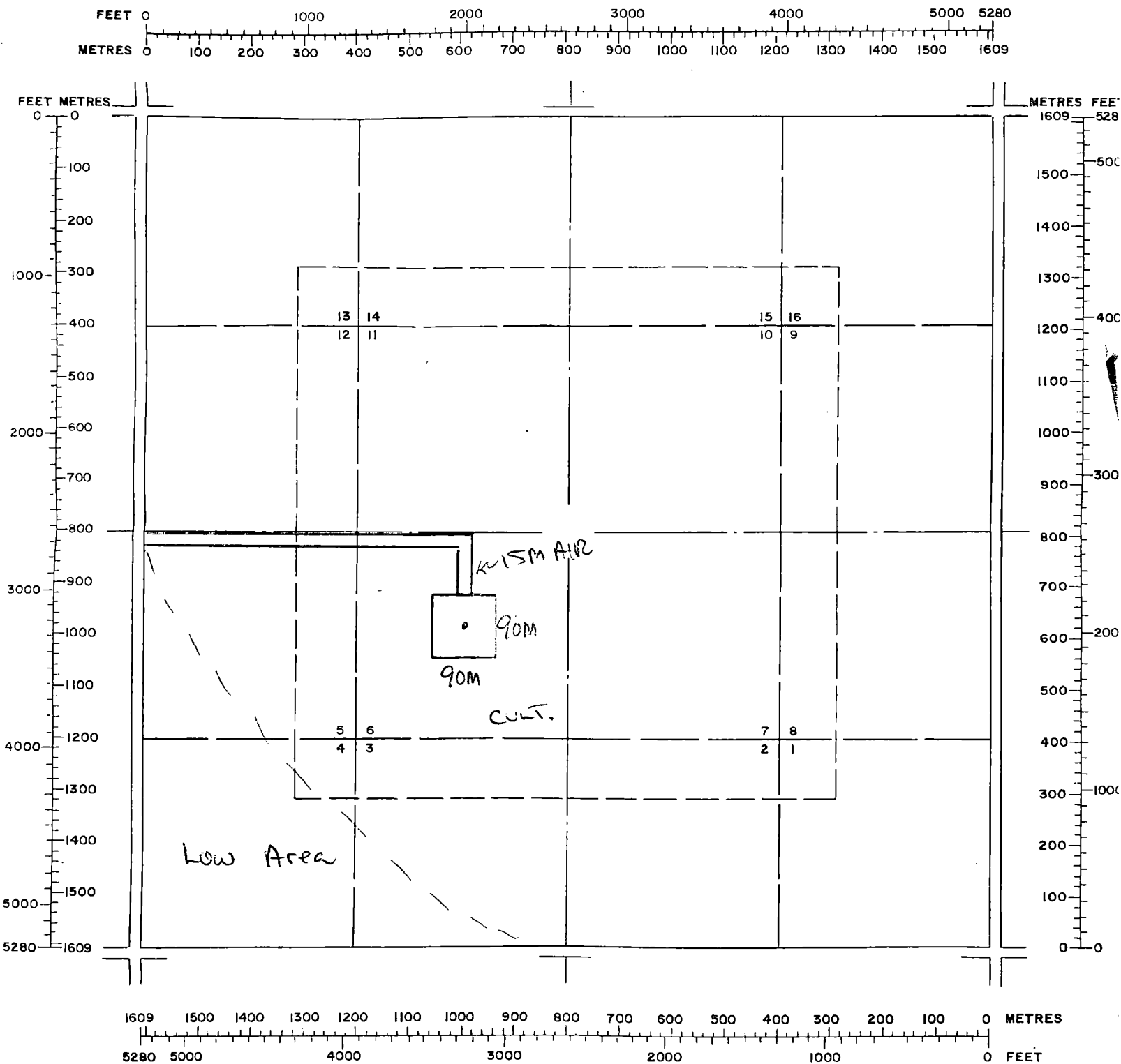
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 1.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above
(or within) named
do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of
....., in so far as may be
necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Signed, sealed and delivered by the above named
Lessee in the presence of

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named
Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, Judge of the District Court for
..... (or as the case may be), do hereby certify that I have examined
..... wife of
the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights
in the homestead in favour of
..... in so far as may be necessary to give effect to the within (or annexed) lease,
and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, of
in the Province of Saskatchewan,, make oath and say:

1. THAT I was personally present and did see
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 in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

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

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this **30**

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in ~~the Province of~~
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this **28**

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.


being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

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Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

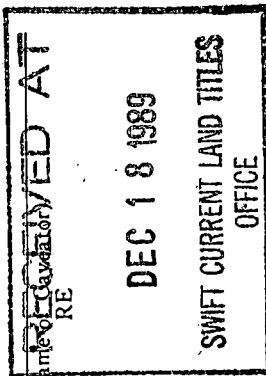
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

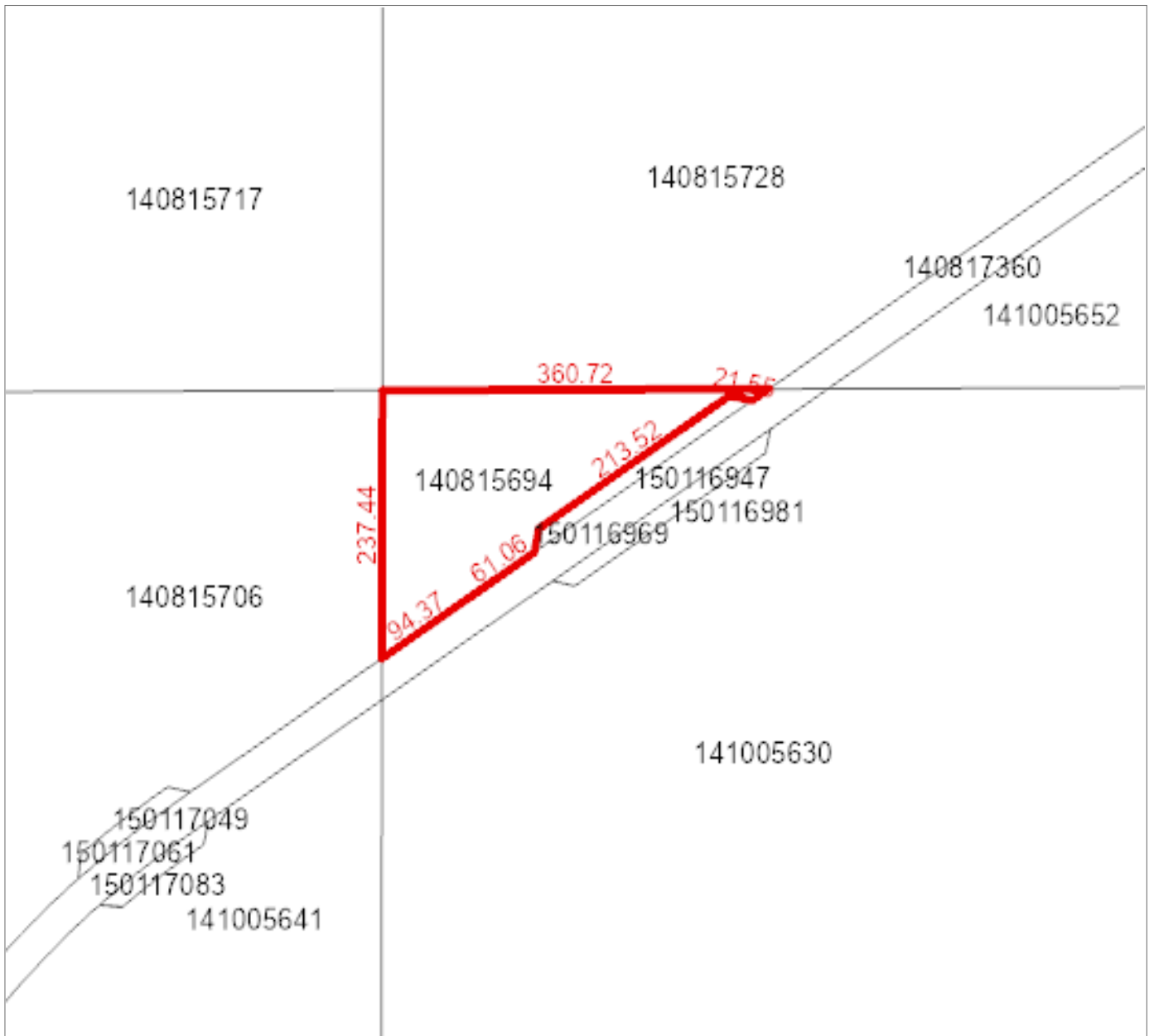
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 140815694

REQUEST DATE: Mon Jan 26 10:02:18 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 3.934 hectares (9.72 acres)

Title Number(s) : 152733810

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 30-14-27-3 Ext 1

Source Quarter Section : SE-30-14-27-3

Commodity/Unit : Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

Province of Saskatchewan Land Titles Registry Title

Title #: 152733809
Title Status: Active
Parcel Type: Surface
Parcel Value: \$118,500.00 CAD
Title Value: \$118,500.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672825

As of: 26 Jan 2026 10:04:29
Last Amendment Date: 09 Mar 2020 14:05:52.670
Issued: 09 Mar 2020 14:05:52.313
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005630

Reference Land Description: SE Sec 30 Twp 14 Rge 27 W 3 Extension 2
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429809

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429810

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:**187429821**

CNV Easement

Value: N/A**Reg'd:** 20 Sep 1985 00:18:46**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A

As to NW 1/4 & S 1/2 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2ND ST SW

CALGARY, Alberta, Canada T2P 4J8

Client #: 138904667**Int. Register #:** 106446258**Converted Instrument #:** 85SC11262**Interest #:****187429832**

CNV Caveat

Value: N/A**Reg'd:** 18 Dec 1989 00:38:04**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073**Int. Register #:** 106446269**Converted Instrument #:** 89SC22838**Addresses for Service:****Name****Address****Owner:**

William Hagel

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Client #: 135935680**Owner:**

Charlene Blakley

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Client #: 135935691**Owner:**

Brenda Ziebart

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Client #: 135935736**Notes:**

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140815694 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

85 - SC — 10772

Fees		Inst. <u>Canad.</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....

WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85

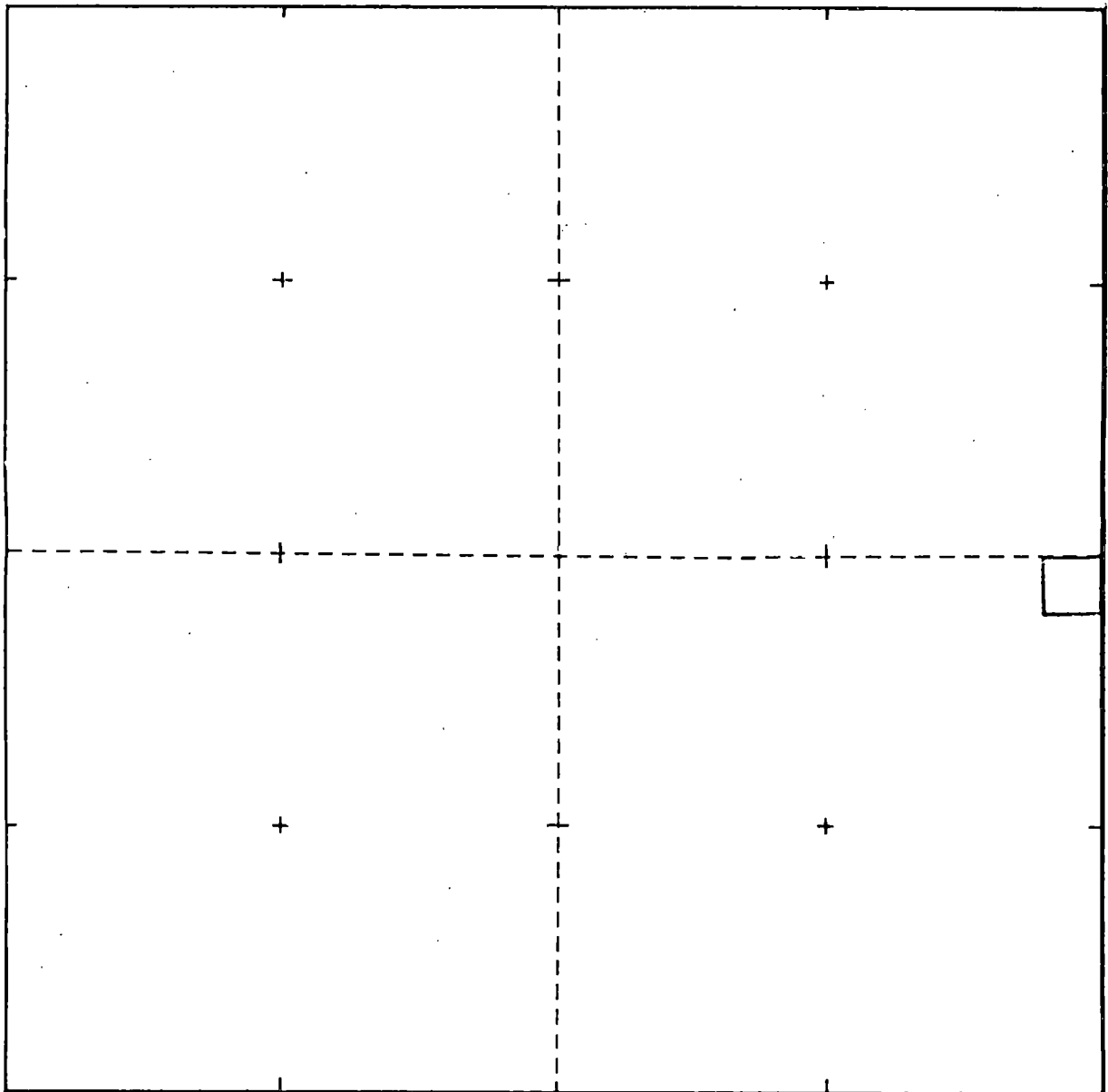
Kent Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 19 85

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEL

W. Hegel

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

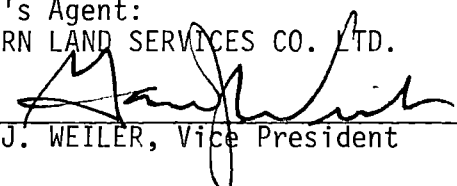
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

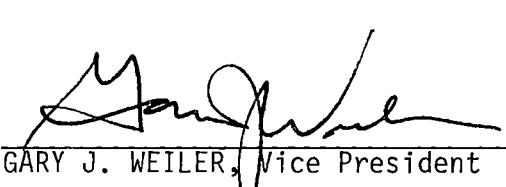
A F F I D A V I T

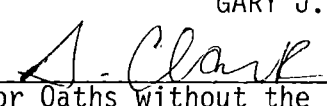
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

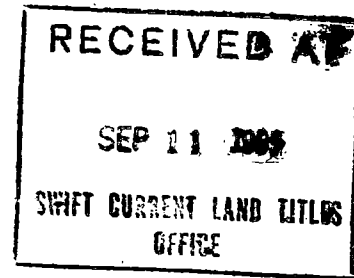
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? NO In Office? yes Being Returned to above Addressee? NO
Is Instrument Registrable? yes Titles Affected 85SC06898 - NW 1/2 30

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

North Canadian Oils Limited and Calgary
of

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

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

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

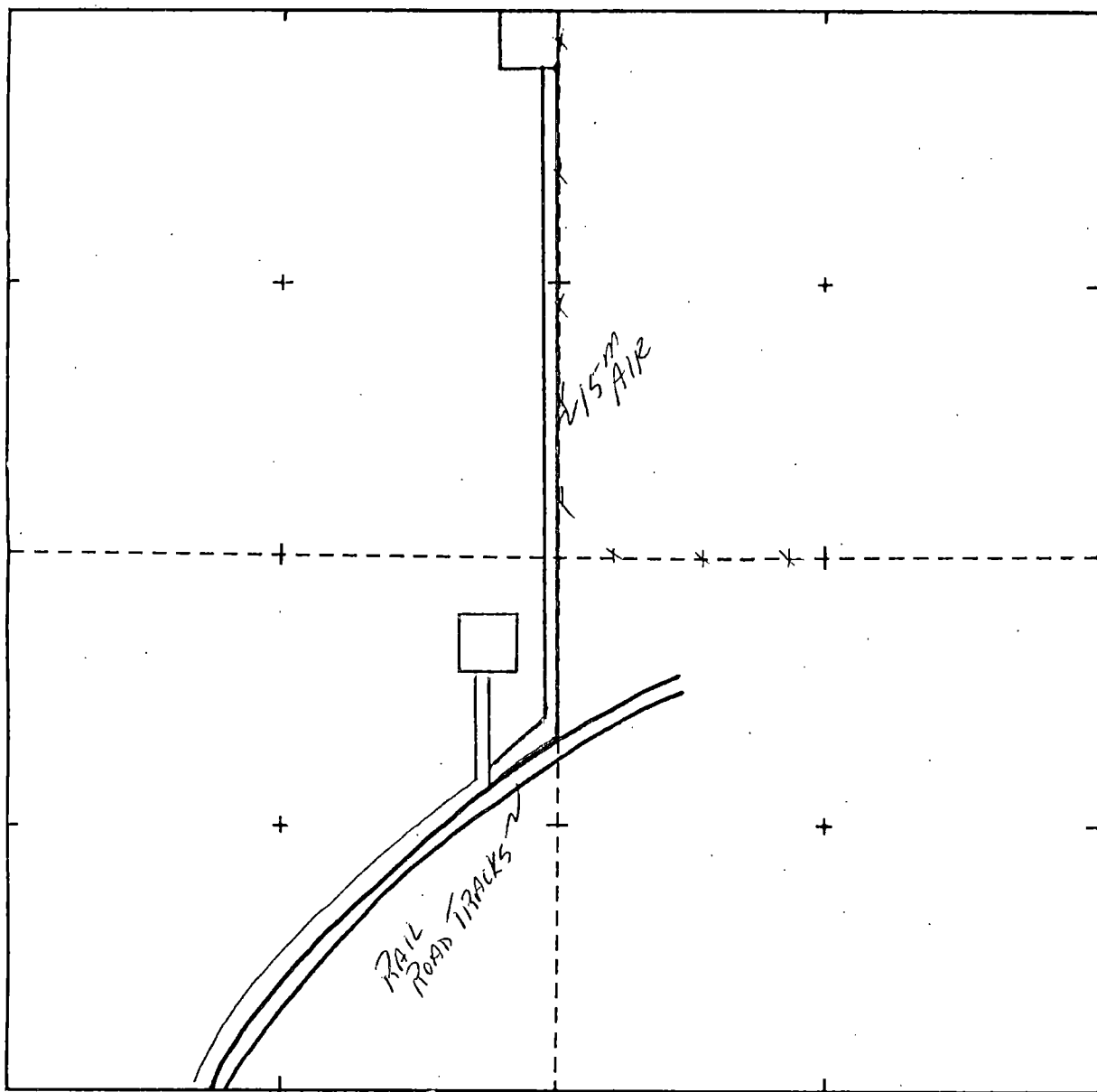
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

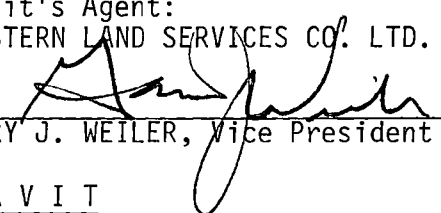
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

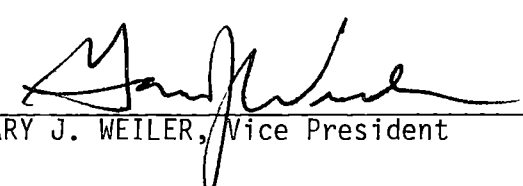
A F F I D A V I T


CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

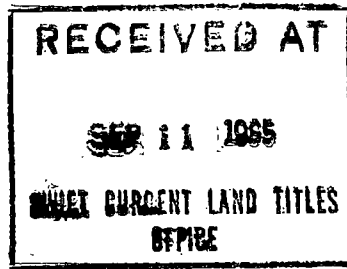
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William G.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

Encumbrances			Certificates, Notices, Required	
			Type	Quantity
Title		General Register	Abstract	
		<u>Clear</u>	G.R.C.	
			Uncertified Copy	
			Cert. Copy	
			Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

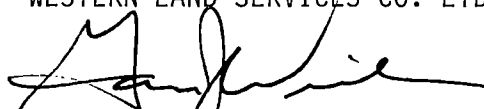
Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

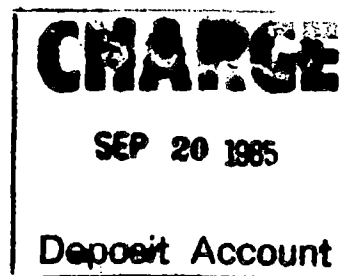
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser) _____
_____ (Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

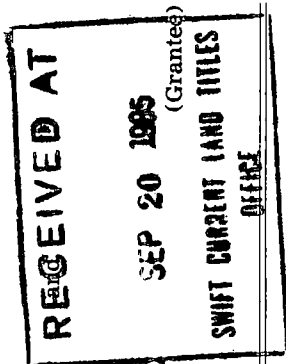
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

1. That I was personally present and did see William Hagel
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ the Province of Saskatchewan
without
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
A. Hargrave

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

1. That I was personally present and did see _____
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan

85SC11262

Dated _____ day of _____ 19 _____

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

<p>FEEES</p> <p>Total Fees</p> <p>Amt. Rec'd <i>acct</i></p> <p>Balance</p>	<p>Inst. <i>Canwest</i></p> <p>From <i>Coreke</i></p> <p>Address <i>Calgary</i></p> <p>Their Reference</p>
---	--

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

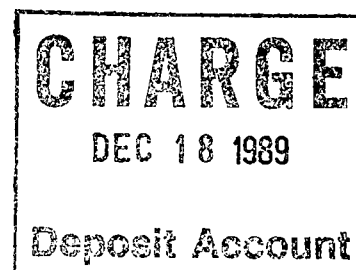


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is 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-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated 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, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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 arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) 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.

Notification of change of ownership

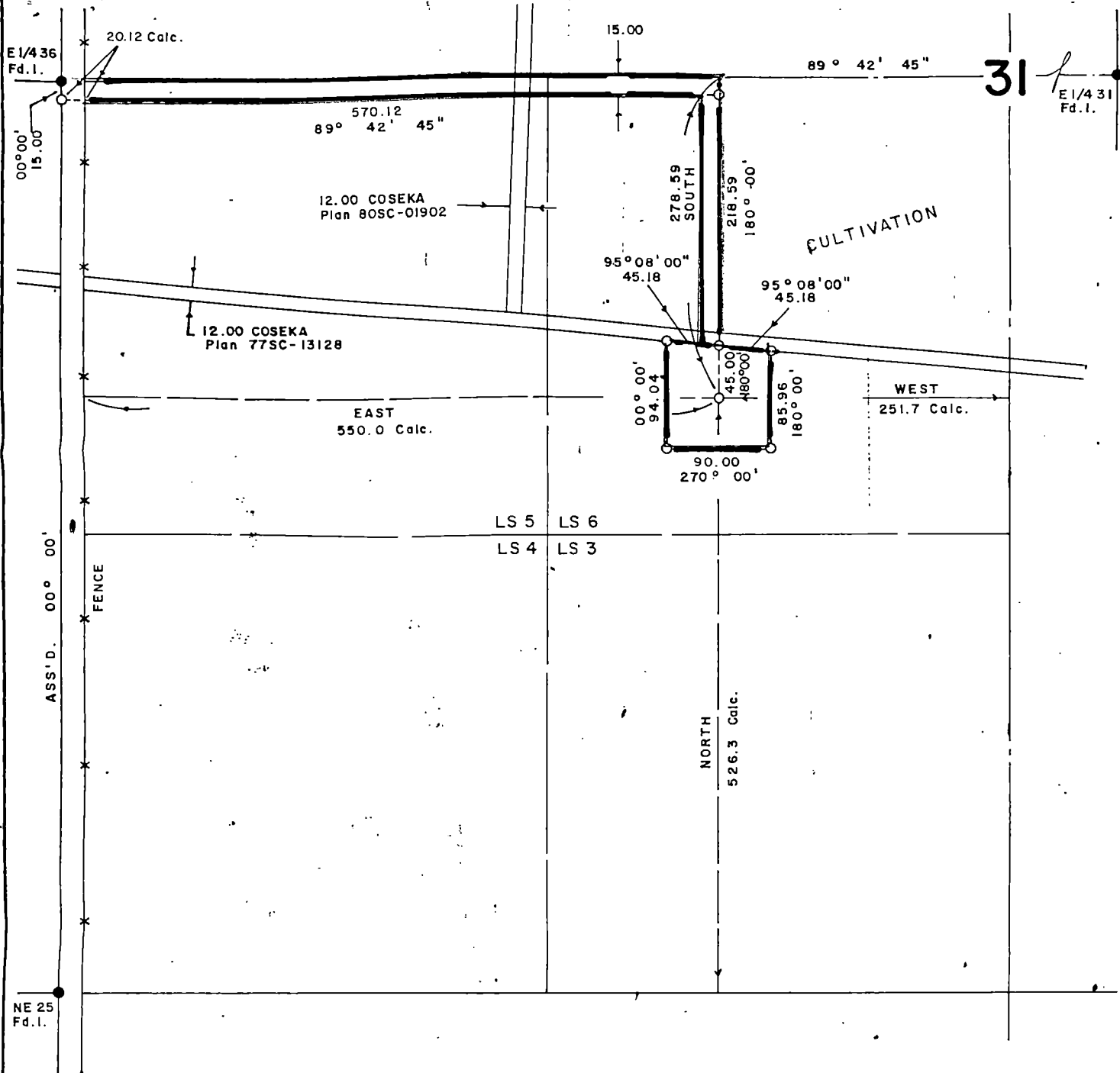
(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.

Job No. 89 - 833 Checked Date 01/11/89

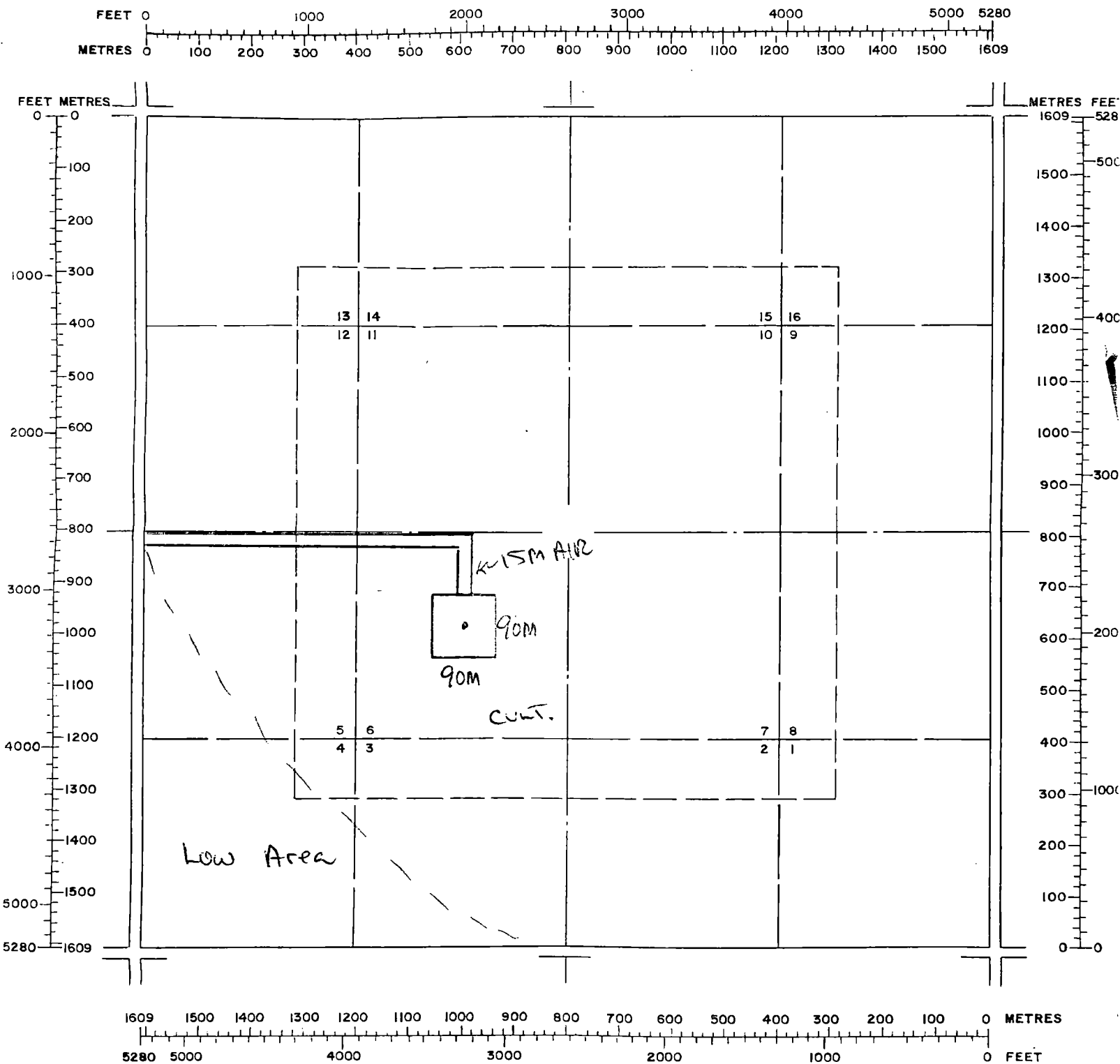
REVISION

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

FILE NO. : 89-0614

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site	=	2.00	acres
Approximate Access Road	=	2.50	acres
Approximate Camp Site	=		acres
Total	=	4.50	acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 28 day of October, A.D. 1987.

WITNESS: W. J. [Signature]

WITNESS : _____

R. Hagel

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or 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.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, of
in the Province of Saskatchewan,, make oath and say:

1. THAT I was personally present and did see
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 in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

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

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in ~~the Province of~~
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~I am the Lessor named in the within lease, and I say that I have no wife.~~

~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this 28

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
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Attached To
Part of Th.


being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman

2161 Scarth Street
Regina, Saskatchewan S4P 2H8
DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

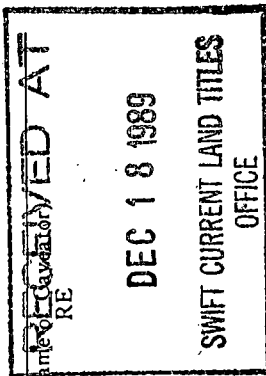
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

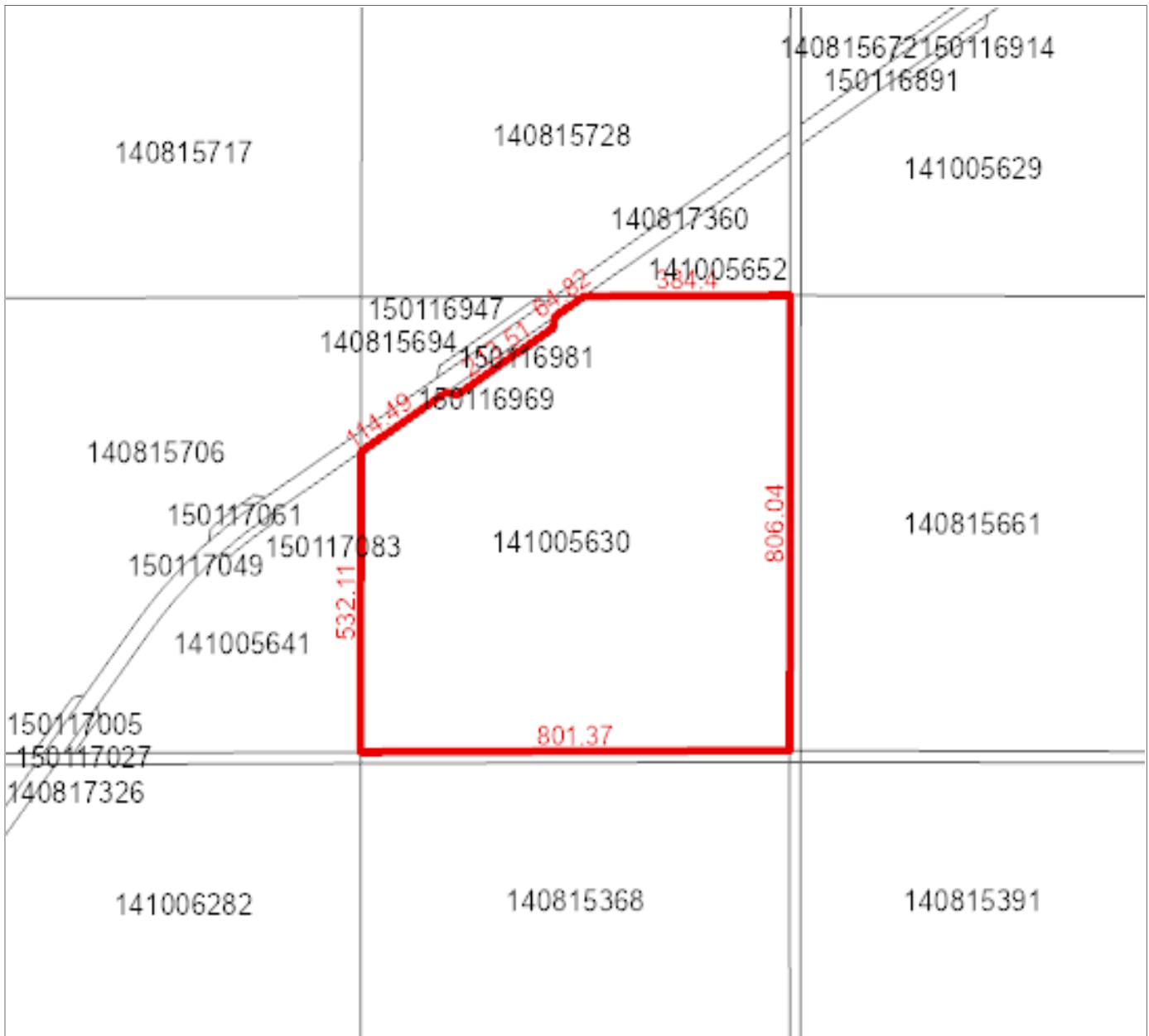
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 141005630

REQUEST DATE: Mon Jan 26 10:04:00 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 58.517 hectares (144.6 acres)

Title Number(s) : 152733809

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 30-14-27-3 Ext 2

Source Quarter Section : SE-30-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630300

PID: 1558014



Civic Address:

Legal Location: Qtr SE Sec 30 Tp 14 Rg 27 W 3 Sup 00

Supplementary: EXCEPT: RR

Title Acres: 154.00

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
15.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,913.09
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	50.88
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				
122.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,744.82
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S3 - Moderate	Final	46.40
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
17.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,841.84
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final	48.99
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	HR - [HAVERHILL]				
		Soil texture 3	L - [LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
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Property Report

Municipality Name: RM OF BIG STICK (RM)			Assessment ID Number : 141-000630300		PID: 1558014	
Agricultural	\$272,900	1	Other Agricultural	55%	\$150,095	Taxable
Total of Assessed Values:		\$272,900	Total of Taxable/Exempt Values:		\$150,095	