



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0016 437 957 5;2;43;8;SE 222 045 143

LEGAL DESCRIPTION

THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE
OR LESS, AS SHOWN ON ROAD PLAN 5430LZ
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 222 045 142

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 045 143	24/02/2022	TRANSFER OF LAND	\$450,000	NOMINAL

OWNERS

STEVEN DALE SCHRADER
OF BOX 296
RIMBEY
ALBERTA T0C 2J0
AS TO AN UNDIVIDED 1/2 INTEREST

BARRY CLIFFORD SCHRADER
OF 629 VICTORIA BEACH BAY
CHESTERMERE
ALBERTA T1X 1H9
AS TO AN UNDIVIDED 1/2 INTEREST

(DATA UPDATED BY: CHANGE OF ADDRESS 222066639)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

222 045 143

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
5187LW	27/09/1960	UTILITY RIGHT OF WAY GRANTEE - THE ALBERTA GAS TRUNK LINE CO LTD. "DISCHARGE REG # 5673MB EXCEPT PART PLAN 1821MC"
892 263 031	12/10/1989	CAVEAT RE : LEASE CAVEATOR - I3 ENERGY CANADA LTD. ATTN: LAND DEPARTMENT SUITE 500,207-9 AVE SW CALGARY ALBERTA T2P1K3 (DATA UPDATED BY: CHANGE OF NAME 922037385) (DATA UPDATED BY: CHANGE OF NAME 932133840) (DATA UPDATED BY: CHANGE OF ADDRESS 932253419) (DATA UPDATED BY: TRANSFER OF CAVEAT 072393278) (DATA UPDATED BY: CHANGE OF ADDRESS 092009028) (DATA UPDATED BY: CHANGE OF ADDRESS 092234052) (DATA UPDATED BY: CHANGE OF ADDRESS 132226983) (DATA UPDATED BY: TRANSFER OF CAVEAT 212006557) (DATA UPDATED BY: CHANGE OF ADDRESS 232058447)
912 049 514	28/02/1991	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - I3 ENERGY CANADA LTD. ATTN: LAND DEPARTMENT SUITE 500,207-9 AVE SW CALGARY ALBERTA T2P1K3 (DATA UPDATED BY: TRANSFER OF CAVEAT 072394020) (DATA UPDATED BY: CHANGE OF ADDRESS 092009029) (DATA UPDATED BY: CHANGE OF ADDRESS 092235351) (DATA UPDATED BY: CHANGE OF ADDRESS 132227021) (DATA UPDATED BY: TRANSFER OF CAVEAT 212006498) (DATA UPDATED BY: CHANGE OF ADDRESS 232058991)
922 055 041	03/03/1992	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PEMBINA PIPELINE CORPORATION. 3800, 525-8 AVENUE SW CALGARY ALBERTA T2P1G1 RE: PLAN 9123605 (DATA UPDATED BY: TRANSFER OF CAVEAT 012208819) (DATA UPDATED BY: CHANGE OF ADDRESS 122220654)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

222 045 143

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
972 353 949	17/11/1997	UTILITY RIGHT OF WAY GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.
002 158 194	09/06/2000	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PETRUS RESOURCES LTD. PO BOX 20242 CALGARY ALBERTA T2P4J5 (DATA UPDATED BY: CHANGE OF ADDRESS 012207072) (DATA UPDATED BY: TRANSFER OF CAVEAT 032468697) (DATA UPDATED BY: TRANSFER OF CAVEAT 142183225) (DATA UPDATED BY: TRANSFER OF CAVEAT 142305221)
032 417 025	30/10/2003	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - DISCOVERY RESOURCES LTD. 10 DISCOVERY RIDGE HEATH SW CALGARY ALBERTA T3H4Y2 (DATA UPDATED BY: CHANGE OF NAME 042040410) (DATA UPDATED BY: CHANGE OF ADDRESS 062393402) (DATA UPDATED BY: TRANSFER OF CAVEAT 122198742) (DATA UPDATED BY: CHANGE OF ADDRESS 172009096) (DATA UPDATED BY: TRANSFER OF CAVEAT 212154738)
062 543 073	24/11/2006	CAVEAT RE : SEE CAVEAT CAVEATOR - I3 ENERGY CANADA LTD. SUITE 500, 207-9 AVENUE SW CALGARY ALBERTA T2P1K3 LEASEHOLD INTEREST (DATA UPDATED BY: TRANSFER OF CAVEAT 182114954) (DATA UPDATED BY: TRANSFER OF CAVEAT 212274730) (DATA UPDATED BY: CHANGE OF ADDRESS 232333593)
082 112 501	13/03/2008	UTILITY RIGHT OF WAY GRANTEE - I3 ENERGY CANADA LTD. SUITE 500, 207-9 AVENUE SW CALGARY ALBERTA T2P1K3

(CONTINUED)

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

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

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

892263031

ORDER NUMBER: 49365403

ADVISORY

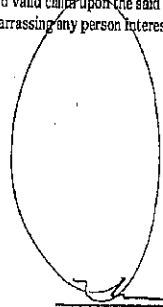
This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret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

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

Canada }
 Province of Alberta }
 To Wit: } I, THEODORE S. ANDERSON, P.Ag.
 of the City of Calgary
 in the Province of Alberta President
 Occupation

make oath and say as follows.

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



Sworn before me at the City of Calgary in the Province of Alberta this 2nd day of October 19 89

THEODORE S. ANDERSON, P.Ag.
 President

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

892263031 REGISTERED 1989 10 12
 CAVE - CAVEAT ADR/MSKALEY
 001 OF 0001

RE

(1-2)
Caveat

Solicitor's File No.

Canada }
 Province of Alberta }
 To Wit: } I, _____
 of the _____ of _____
 in the Province of Alberta _____
 Occupation

make oath and say as follows.

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

Sworn before me at the _____ of _____ in the Province of Alberta this _____ day of 19 _____

A Commissioner for Oaths
 in and for the Province of Alberta

Caveat Forbidding Registration

To the Registrar of the NORTH Alberta Land Registration District

Name in full **Take Notice that PANCONTINENTAL OIL LTD.**

Address and Occupation of **the City of Calgary** in the Province of Alberta **a body corporate**

Claim **an interest by virtue of an Alberta Surface Lease dated September 28, 1989, comprising of 5.24 acres more or less for a wellsite and access road and operations incidental thereto, between Clifford Edwin Schrader and Evelyn Doris Schrader as Lessor and Pancontinental Oil Ltd. as Lessee.**

Nature of Claim

AS JOINT TENANTS:

THE SOUTH EAST QUARTER OF SECTION EIGHT (8) TOWNSHIP FORTY THREE (43) RANGE TWO (2) WEST OF THE FIFTH MERIDIAN, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.

EXCEPTING THEREOUT: --1.44 HECTARES (3.56 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 5430 L.Z.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Description of Land

as more particularly described in certificate of title **240-W-270** standing in the register in the name of **Clifford Edwin Schrader and Evelyn Doris Schrader**

and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to our claim.

I Appoint **PANCONTINENTAL OIL LTD.**
3300, 205 - 5th Avenue S.W.
Calgary, Alberta
T2P 2V7 as the place at which notices and proceedings relating hereto may be served

Dated this **2nd** day of **October**, 1989

PANCONTINENTAL OIL LTD.
By Its Agent
Pioneer Land Services Ltd.

THEODORE S. ANDERSON, P.Ag.
President **AGENT FOR THE CAVEATOR**

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

912049514

ORDER NUMBER: 49365403

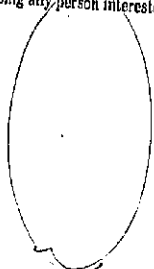
ADVISORY

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

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

Canada
 Province of Alberta
 To Wit: } J. THEODORE S. ANDERSON, P.Ag.
 of the City of Calgary
 in the Province of Alberta President
 Occupation
 make oath and say as follows.

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



Sworn before me at the City
 of Calgary
 in the Province of Alberta
 this 22nd day of February
 19 91

THEODORE S. ANDERSON, P.Ag.
 President

Angela Zanglia

A Commissioner for Oaths
 in and for the Province of Alberta

LA M. ZAVAGLIA
 Commission Expires
 October 24, 19 97

912049514 REGISTERED 1991 02 28
 CAVE - CAVEAT
 DOC 1 OF 3 DRN#: 2811669 ADR/CMILLE
 LINC/S: 0016437957

1/3 Caveat

Solicitor's File No.

Canada
 Province of Alberta
 To Wit: } J.
 of the of
 in the Province of Alberta
 Occupation
 make oath and say as follows.

1. I am the with/a Caveator
2. I believe that I have a good and valid claim upon the said land and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Sworn before me at the
 of
 in the Province of Alberta
 this day of
 19

A Commissioner for Oaths
 in and for the Province of Alberta

Caveat Forbidding Registration

To the Registrar of the **NORTH** Alberta Land Registration District

Name in full **Take Notice that** **PANCONTINENTAL OIL LTD.**
of **the City of Calgary** a body corporate
Address and Occupation **in the Province of Alberta** Occupation

Nature of Claim **Claim an interest by virtue of an Alberta Right of Way Agreement dated January 30, 1991, comprising 1.38 acres more or less for a pipeline right of way and operations incidental thereto, between Clifford Edwin Schrader and Evelyn Doris Schrader as Grantor and Pancontinental Oil Ltd. as Grantee.**

AS JOINT TENANTS OF AND IN:
THE SOUTH EAST QUARTER OF SECTION EIGHT (8) TOWNSHIP FORTY THREE (43) RANGE TWO (2) WEST OF THE FIFTH MERIDIAN, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 5430 L.Z.
EXCEPTING THEREOUT ALL MINES AND MINERALS.

Description of Land

as more particularly described in certificate of title **240W270** standing in the register in the name of **Clifford Edwin Schrader & Evelyn Doris Schrader**

and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to our claim.

Appoint **PANCONTINENTAL OIL LTD.**
3300, 205 - 5th Avenue S.W.
Calgary, Alberta
T2P 2V7

proceedings relating hereto may be served

as the place at which notices and

Dated this **22nd** day of **February**, 19 **91**

PANCONTINENTAL OIL LTD.
By Its Agent:
Pioneer Land Services Ltd.

THEODORE S. ANDERSON, P.Ag.
President

AGENT FOR THE CAVEATOR

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

922055041

ORDER NUMBER: 49365403

ADVISORY

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

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

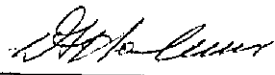
AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

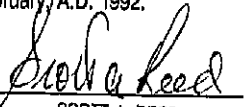
I, David F. Holmes, of the City of Calgary,
in the Province of Alberta, agent for the
above Caveator, make oath and say as
follows:

1. I am the agent for the within named caveator.
2. I believe that the caveator has a good and valid claim on the land, and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN before me at the City)
of Calgary, in the Province of)
Alberta, this 20th day of)
February, A.D. 1992.)



David F. Holmes



SCOTT A. REED
Commissioner for Oaths in and for the Province of Alberta
My Commission expires July 12, 19 93 A.D.

922015041 REGISTERED 1992 03 03
CAVE - CAVEAT
DOC 1 OF 1 DRR#: A107588 ADR/CCAMPION
LINC/S: 0016437957



GST
CAPL
FAO
UNIFARM
1979

File No.: H-23185

This is Exhibit "A" referred to in the
Caveat of Federated Pipe Lines Ltd. dated
the 21st day of Jan 1992

ALBERTA RIGHT-OF-WAY AGREEMENT

I/(We) CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER of Rimbey, in the Province of ALBERTA (hereinafter called "the Grantor") being the registered owner or entitled to become the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified on the existing Certificate of Title and situate in the Province of Alberta, namely:

THE SOUTH EAST QUARTER OF SECTION EIGHT (8) TOWNSHIP FORTY THREE (43) RANGE TWO (2) WEST OF THE FIFTH MERIDIAN, CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS as more particularly described and contained in Certificate of Title No. 2404270.

excepting thereout all MINES and MINERALS in all of that certain tract of land (hereinafter called "the said lands"). In consideration of the sum of ~~ONE DOLLAR~~ (\$1.00) (receipt of which is hereby acknowledged) paid to the Grantor by FEDERATED PIPE LINES LTD. (hereinafter called "the Grantee") and in consideration of the covenants hereinafter contained I/WE 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 or through the said lands to construct, operate and maintain a pipeline or pipelines including accessories and appurtenances and for any other purpose preparatory or incidental thereto.

THE GRANTOR AND THE GRANTEE HEREBY COVENANT AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. FILING PLAN OF SURVEY

The Grantee agrees that on or before one year after the date of this agreement it will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way fifteen (15) metres in width across the said lands in the approximate location as shown on a sketch plan initialled by the parties and delivered to the Grantor upon his signing of this agreement. If the Grantee has not either filed a Plan of Survey within the one-year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right-of-way to be substantially in the location shown on the sketch plan, on or before one year from the date hereof, this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the lands.

2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT-OF-WAY

Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents as shall restrict this agreement and the rights herein granted to the right-of-way shown upon the Plan of Survey.

3. ADDITIONAL PAYMENT

Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the lands, whichever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of Two thousand Dollars (\$2,000.00) per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the lands. *It is the intent that an increased consideration is paid to the Grantor, the difference will be paid to the Grantor hereby.*

[Handwritten signatures and initials]

4. PROTECTION OF RIGHT-OF-WAY

The Grantor shall have the right to use and enjoy the right-of-way for any purpose except that which might interfere with the rights granted herein to the Grantee. The Grantor, his successors and assigns, shall not without the prior written consent of the Grantee (which consent shall not be unreasonably withheld) enter on, over, under or through the right-of-way for any purpose which may incur a liability to the Grantee for damages resulting from that entry.

The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the said pipeline, pipelines, and right-of-way, in connection with the excavation, drilling, installation, erection, repair, or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the said right-of-way.

5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the pipeline or pipelines shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the said lands and shall at any time and from time to time be removable in whole or in part by the Grantee.

6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee, its servants, agents or contractors.

7. LIABILITY

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through wilful damage or gross negligence by the Grantor.

8. TOPSOIL

The Grantee shall, upon request by the Grantor, insofar as it may be practicable to do so, strip the topsoil from the ditch line prior to construction and replace it as near as possible to its original condition following construction.

9. TAXES

The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands and installation, or in connection with its operations thereon.

10. ABOVE GROUND INSTALLATION

The Grantee shall, so far as may be practicable, locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within sixty (60) days from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinafter provided.

11. DISCONTINUANCE AND ABANDONMENT

Upon the discontinuance of the use of the said right-of-way and of the exercise of the right hereby granted, the Grantee shall restore the said lands to the same condition, so far as may

be practicable to do so, the lands were in prior to entry thereon and the use thereof by the Grantee;

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right-of-way.

12. DISCHARGE OF ENCUMBRANCES

The Grantee shall have the right at its option, to pay or discharge any balance owing under any agreement of sale or mortgage or any tax charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereof and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

13. ARBITRATION

If the amount for compensation for damages, and/or above ground structures payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

14. ADDITIONAL PIPELINES

~~In the event the Grantee separately constructs an additional pipeline and/or pipelines within the said right-of-way, the Grantee shall pay to the Grantor for that portion of the right-of-way utilized for the construction of the additional pipeline or pipelines, a sum equal to the greater of fifty (\$50.00) dollars per acre or the appraised difference, if any, by which the lands contained in the right-of-way have increased in value over the amount paid at the time of construction of the immediately preceding pipeline or pipelines; PROVIDED ALWAYS that the Grantee may, at the Grantee's sole discretion, lay more than one pipeline in the same construction operation; and that construction shall not be delayed by the provisions of this clause.~~

Handwritten initials: B.H., C.H., J.P.

15. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee; PROVIDED, however, the Grantee shall not be in default of any of its covenants or obligations under this agreement until the Grantor has notified the Grantee of such default and the Grantee has failed to commence timely action to remedy the same upon receipt of such notice.

16. ADDITIONAL TERMS

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed to by the Grantor and the Grantee.

17. ASSIGNMENT

All the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns of the Grantor and Grantee respectively.

18. QUIET ENJOYMENT

The Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the right-of-way for the purposes herein set forth.

19. NOTICES

All notices to be given hereunder may be given by registered letter addressed to the Grantee at 1600, 324 - 8 Avenue S.W., Calgary, Alberta, T2P 2Z5 and to the Grantor at Box 504, Rimbey, Alberta T0C 2J0 or such other addresses 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 fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this 4th day of June, A.D. 1991.

SIGNED, SEALED AND DELIVERED
in the presence of:

David F. Holmes

DAVID F. HOLMES
LAND AGENT

Clifford Edwin Schrader
CLIFFORD EDWIN SCHRADER

seal

Edwin Doris Schrader
EDWIN DORIS SCHRADER

seal

FEDERATED PIPE LINES LTD.

Witness

CONSENT OF SPOUSE

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

Spouse of Grantor

Edwin Doris Schrader

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

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

Dated at _____ in the Province of Alberta, this _____ day of _____, A.D. 1991.

A Commissioner for Oaths in and
for the Province of Alberta

DOWER AFFIDAVIT

I, CLIFFORD EDWIN SCHRADER, of Rimby, in the Province of Alberta _____
, (occupation) make oath and say:

1. That I am the Grantor named in the within instrument.
 2. That I am not married.
- CR -
3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____ }
in the Province of Alberta this }
_____ day of _____ }
A.D. 1991.

Ed. Schrader

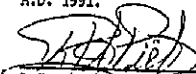
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

DAVID F. HOLMES
LAND AGENT
I, _____ of the City
Calgary, in the Province of Alberta
Land Agent, make oath and say:

1. That I was personally present and did see CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Rimbey in the Province of Alberta, and that I am subscribing witness thereto.
3. That I know the said CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER and he/she is in my belief of the full age of eighteen years.

SWORN before me at Calgary)
in the Province of Alberta)
this 23 day of JUNE)
A.D. 1991.




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

R.P.A. PIÉT

Commissioner for Oaths in and for the Province of Alberta
My Commission expires November 3, 1993


DAVID F. HOLMES
LAND AGENT

CONSENT OF OCCUPANT


I, FRANK SCHRADER of BOX 283, RIMBEY, T0C 2J0 in the Province of
Alberta, being entitled to occupy all that certain parcel or tract of land and premises situate,
lying and being in the Province of Alberta described as the

SEK 8-43-2 WEM

DO HEREBY GIVE my consent to FEDERATED PIPE LINES LTD. (Hereinafter called "the Company"),
insofar as I have the right so to do, the right, liberty, privilege and licence to enter upon
and use the said lands for all the purposes set out in the said Alberta Right-of-Way Agreement.

I hereby consent to the execution and delivery to FEDERATED PIPE LINES LTD. by the registered
owner (or the person or persons entitled to become registered as owner or owners under an
Agreement for Sale or unregistered Transfer or otherwise) of the said lands, to the said
instrument affecting the said lands, and agree that all my right, title, estate and interest
in the said lands shall be first subject to the said instrument and that I will be subject to
all the terms thereof.

IN WITNESS I have hereunto set my hand and seal this 17th day of June, A.D. 1991.

SIGNED, SEALED AND DELIVERED
in the presence of:



DAVID F. HOLMES
LAND AGENT



WAIVER

I/We, CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER of Rimbey in the Province of Alberta, acknowledge having entered into negotiations with respect to an agreement for an interest in the following lands:

SE/4 8-43-2 W64

In the favour of FEDERATED PIPE LINES LTD. and make oath and say:


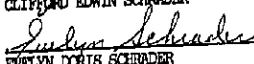
1. That DAVID F. HOLMES
LAND AGENT, holding Land Agent Licence No. 3611
has explained to me/us the provisions of Section 17 of the Land Agents Licensing Act.
2. That I/We fully understand that I/We can wait 48 hours from the time that a completed copy of the proposed agreement is given to me for examination before I/We need to resume negotiations or sign the agreement.
3. That I/We waive the application of Section 17(2) of the Land Agents Licensing Act.

SWORN before me at Rimbey
in the Province of Alberta this 4th
day of June, A.D. 1991.



DAVID F. HOLMES

Commissioner for Oaths in and for the Province of Alberta
My Commission expires September 4, 1993


CLIFFORD EDWIN SCHRADER

EVELYN DORIS SCHRADER

AFFIDAVIT OF LAND AGENT

I, DAVID F. HOLMES
LAND AGENT, land agent, of Calgary in the Province of Alberta, acknowledge having entered into negotiations with respect to an agreement for an interest in the following lands:

SE/4 8-43-2 W64

In the favour of FEDERATED PIPE LINES LTD. and make oath and say:

1. That I have explained to CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER the provisions of Section 17 of the Land Agents Licensing Act, and in particular,
2. That I explained to CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER that he/she could wait 48 hours from the time that a completed copy of the proposed agreement is given to him/her for examination before he/she needs to resume negotiations or sign the agreement.
3. That CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER had in their possession a completed copy of the proposed agreement for more than 48 hours.

SWORN before me at the City
of Calgary in the Province
of Alberta, this 23rd day
of JULY, A.D. 1991.



R.P.A. PIET

Commissioner for Oaths in and for the Province of Alberta
My Commission expires November 3, 1993


DAVID F. HOLMES
LAND AGENT

ENTRY FEE FORM

NOTICE

TO: CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER, GRANTOR

SE/4 8-43-2 W5M, as more particularly described and contained in Certificate of Title No. 2404270.

Excepting thereout all mines and minerals.

The Landowner(s) has granted a Pipeline Right-of-Way dated the 4th day of June, A.D., 1991 to the operator FEDERATED PIPE LINES LTD.

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

Area granted 2.33 acres X \$500.00 = \$ 1165.00 (or \$250.00 whichever is the greater but in no event shall the Entry Fee exceed \$5,000.00 per title unit)

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

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

DATED the 4th day of June, A.D., 1991.

David F. Holmes

SIGNED BY LAND AGENT
DAVID F. HOLMES
LAND AGENT

GOODS AND SERVICES TAX (G.S.T.) INFORMATION
TRANSMISSION PIPELINE RIGHT OF WAY

I/We, CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER being the Grantor(s) in respect of the attached document, hereby certify that:

The entry fee and/or initial consideration for the transmission pipeline right-of-way includes G.S.T. The Grantor's(s') G.S.T. Registration Number 109821025

OR

~~The entry fee and/or initial consideration for the transmission pipeline right-of-way does not include G.S.T. The grantor(s) qualifies as a small supplier under Section 146 of the G.S.T. legislation.~~

Handwritten initials

David F. Holmes

Witness
DAVID F. HOLMES
LAND AGENT

Clifford Edwin Schrader
CLIFFORD EDWIN SCHRADER

Evelyn Doris Schrader
EVELYN DORIS SCHRADER

FEDERATED PIPE LINES LTD.

Attached to and forming part of an Alberta Right-of-Way Agreement dated the 4th day of June, 1991 between CLIFFORD EDWIN SCHRADER and EVELYN DORIS SCHRADER as Grantor(s) and FEDERATED PIPE LINES LTD. as Grantee.

SE# 8-43-2 NSM

FEDERATED PIPE LINES LTD. hereby agrees to pay the sum of Seven hundred - 00 Dollars (\$700⁰⁰) as a gratuitous payment for a signing bonus upon execution of the above-mentioned Agreement. This payment in no way reflects on the value of the said property and is being made solely as a bonus payment to expedite the acquisition of pipeline right-of-ways for the Caroline HVP MGL Extension pipeline project.

ACCEPTED and AGREED TO this 4th

day of June, A.D. 1991.

David F. Holmes
Witness DAVID F. HOLMES
LAND AGENT

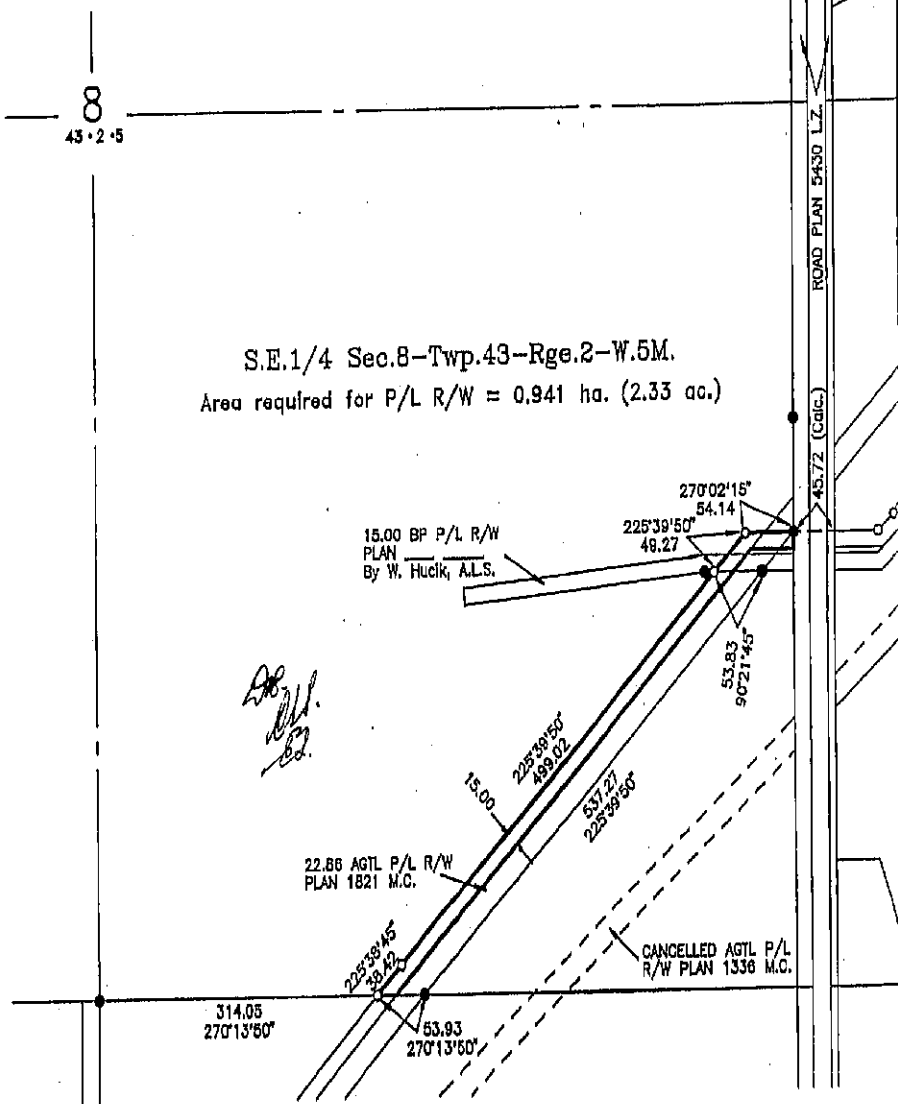
Clifford Edwin Schrader
CLIFFORD EDWIN SCHRADER

Evelyn Doris Schrader
EVELYN DORIS SCHRADER



FEDERATED PIPE LINES LTD.

CAROLINE EXTENSION INDIVIDUAL OWNERSHIP PLAN SHOWING PIPE LINE RIGHT-OF-WAY



S.E.1/4 Sec.8-Twp.43-Rge.2-W.5M.
Area required for P/L R/W = 0.941 ha. (2.33 ac.)

15.00 BP P/L R/W
PLAN
By W. Huck, A.L.S.

22.86 AGTL P/L R/W
PLAN 1821 M.C.

CANCELLED AGTL P/L
R/W PLAN 1336 M.C.

OWNER:

CLIFFORD EDWIN SCHRADER AND
EVELYN DORIS SCHRADER

CERT. OF TITLE:

240 W 270

LEGEND

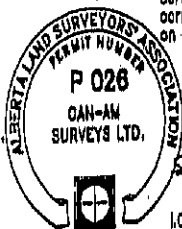
SEQ. # 148

- SCALE = 1:5000
 Monuments found shown thus ●
 Monuments placed shown thus ○
 Iron spikes placed are shown thus △
 Portions referred to are shown thus
 Distances are in metres and decimals.

I, Gary Schirmacher, Alberta Land Surveyor hereby
 certify that the survey represented by this plan is true and
 correct to the best of my knowledge and was completed
 on the 28th day of January, 1991.



CAN-AM SURVEYS LTD.
330 - 1000 Centre St. N.
Calgary, Alberta, T2E 7W0
Phone: 270-8891



Gary Schirmacher
ALBERTA LAND SURVEYOR

I.O.P. No. (7/11)

of Dwg. No. 9

CA 200-00

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

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

Take Notice that FEDERATED PIPE LINES LTD., a body corporate, with its head office at 1600, 324 - 8 Avenue S.W., Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of a Right-Of-Way Agreement dated the 4th day of June, A.D. 1991, and made between CLIFFORD EDWIN SCHRADER AND EVELYN DORIS SCHRADER, both as Joint Tenants as Lessor(s) and the Caveator as Lessee, a copy of which is attached hereto marked as Exhibit "A" and made part of this instrument for a pipe line right of way IN:

THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43) RANGE TWO (2) WEST OF
THE FIFTH MERIDIAN WHICH LIES WITHIN THE LIMITS OF
RIGHT-OF-WAY PLAN NO. 9123605; CONTAINING 2.07
ACRES, MORE OR LESS *JK*

EXCEPTING THEREOUT ALL MINES AND MINERALS...

Standing in the register in the name of CLIFFORD EDWIN SCHRADER AND EVELYN DORIS SCHRADER, as Joint Tenants, of Rimbey, in the Province of Alberta, and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless the instrument or certificate of title, as the case may be, is expressed to be subjected to its claim.

It appoints FEDERATED PIPE LINES LTD., 1600, 324 - 8 Avenue S.W., Calgary, Alberta T2P 2Z5 as the place at which notices and proceedings relating hereto may be served.

Dated this 28 day of February, A.D. 1992.

FEDERATED PIPE LINES LTD.



By its Agent
David F. Holmes

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002158194

ORDER NUMBER: 49365403

ADVISORY

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

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

**LAND TITLES ACT
(SECTION 130)
C A V E A T**

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTE THAT Baytex Energy Ltd.,

a body corporate, with head office at the City of Calgary, in the Province of Alberta,

claims an interest under and by virtue of:

An Alberta Right-of-Way Agreement dated the 26th day of May, A.D., 2000 made between Clifford Edwin Schrader, Evelyn Doris Schrader, Steven Dale Schrader and Barry Clifford Schrader, all as Joint Tenants, as Grantor and the Caveator as Grantee.

The said document containing 1.75 Acres more or less.

In:

**THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE
OR LESS, AS SHOWN ON ROAD PLAN 54301.Z
EXCEPTING THEREOUT ALL MINES AND MINERALS**

Being lands described in Certificate of Title No. 952 114 397

and standing in the registered name of CLIFFORD EDWIN SCHRADER AND EVELYN DORIS SCHRADER, STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER, ALL AS JOINT TENANTS

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

WE APPOINT our offices at Bow Valley Postal Outlet, P.O. Box 20118, Calgary, Alberta T2P 4H3, as the place at which notice of proceedings relating hereto may be served.

DATED THIS 6th DAY OF JUNE, A.D., 2000.



Martin Bloom
Agent for Baytex Energy Ltd.

RKW

200-158333-000

CANADA)
PROVINCE OF)
ALBERTA)
TO WIT:)

I, Martina Bloem of the City of Calgary
in the Province of Alberta

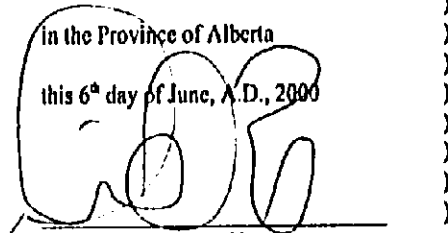
MAKE OATH AND SAY:

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

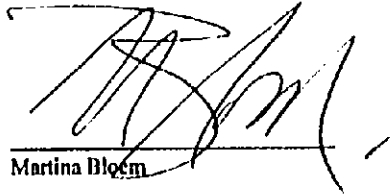
SWORN before me at the City of Calgary)

in the Province of Alberta)

this 6th day of June, A.D., 2000)



LINDA J. BRUNEAU
Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires March 30, 2001



Martina Bloem

002158194 REGISTERED 2000 06 09
CAVE - CAVEAT
DOC 2 OF 2 DR# 8734729 ADR/PFINLEY
LINC/S: 0016437957

2/2

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

032417025

ORDER NUMBER: 49365403

ADVISORY

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

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

"THE LAND TITLES ACT"

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT:)

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT ECLIPSE EXPLORATION LTD., of Calgary, in the Province of Alberta, claims an estate or interest in and to the under mentioned lands under and by virtue of a certain Alberta Right-of-Way Agreement dated the 14th day of July A.D. 2003, containing 1.49 acres more or less, between CLIFFORD EDWIN SCHRADER, EVELYN DORIS SCHRADER and STEVEN DALE SCHRADER, all of Rimbey, and BARRY CLIFFORD SCHRADER, of Medicine Hat, both in the Province of Alberta, all as Joint Tenants as ("Grantors") and the said ECLIPSE EXPLORATION LTD., as Grantee, affecting the following lands:

THE SOUTH EAST QUARTER OF SECTION EIGHT (8) TOWNSHIP FORTY THREE (43) RANGE TWO (2) WEST OF THE FIFTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.

EXCEPTING THEREOUT: 3.44 HECTARES (3.56 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 5430LZ

EXCEPTING THEREOUT ALL MINES AND MINERALS

AS MORE PARTICULARLY DESCRIBED IN CERTIFICATE(S) OF TITLE NO. 952 114 397

standing in the register in the name of CLIFFORD EDWIN SCHRADER AND EVELYN DORIS SCHRADER AND STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER, ALL AS JOINT TENANTS and ECLIPSE EXPLORATION LTD., forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless such instrument or certificate of title, as the case may be, is expressed to be subject to its claim and appoint -200, 615 - 3rd Avenue, S.W., CALGARY, Alberta, T2P 0G6 as the place at which notices and proceedings related thereto may be served.

DATED this 2nd day of October, A.D. 2003.

ECLIPSE EXPLORATION LTD.

Bonnie Salisbury
 by its Agent: Regent Land Services Ltd.

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA) I, Bonnie Salisbury, of the City of Calgary,
 PROVINCE OF ALBERTA) in the Province of Alberta, being an Officer of
 TO WIT:) Regent Land Services Ltd.
 MAKE OATH AND SAY:

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

SWORN before me at the City)
 of Calgary, in the Province of)
 Alberta, this 2nd day of October,)
 A.D. 2003.)
)
)

Bonnie Salisbury

[Signature]

A Commissioner for Oaths in and
 for the Province of Alberta
 Don Klimosko
 My Commission expires July 7, 2005



032417026 REGISTERED 2003 10 30
CAVE - CAVEAT
DOC 3 OF 4 DR# : 1039550 ADR/EDMS1MPS
LINC/S: 0016437957

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

062543073

ORDER NUMBER: 49365403

ADVISORY

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

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

1h int
3ccc

CAVEAT FORBIDDING REGISTRATION

Form 26
Land Titles Act, Section 130

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that ConocoPhillips Canada Resources Corp., as managing partner of ConocoPhillips Canada Energy Partnership, a body corporate having its head office at the City of Calgary, in the Province of Alberta, the Caveator claims a leasehold estate or interest in and to the under mentioned lands by virtue of an Alberta Padsite Agreement dated the 21st day of **September, 2006** covering less than 20 acres for a Padsite.

The lands affected by the said Agreement are situated in the Province of Alberta and are described as follows:

**THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE
OR LESS, AS SHOWN ON ROAD PLAN 5430LZ
EXCEPTING THEREOUT ALL MINES AND MINERALS**

being the lands described in Certificate(s) of Title No(s): **952 114 397**
standing in the register in the name of: **Clifford Edwin Schrader, Evelyn Doris Schrader,
Steven Dale Schrader & Barry Clifford Schrader**

and it forbids the registration of any person as Transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

IT APPOINTS P.O. BOX 4365, STATION C, CALGARY, ALBERTA T2T 5N2 as the place at which notices and proceedings relating hereto may be served.

DATED this 12th day of October A.D., 2006.

**CONOCOPHILLIPS CANADA RESOURCES CORP., AS
MANAGING PARTNER OF CONOCOPHILLIPS CANADA
ENERGY PARTNERSHIP**
By Its Agent: LandSolutions Inc.

Barbara Kusch
Barbara Kusch

Affidavit In Support of Caveat

Form 27
Land Titles Act, Section 131

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Barbara Kusch, of the Town of Rimbey, in the Province of Alberta, Land Administrator, make oath and say:

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

SWORN before me at/near the Town of Rimbey,)
in the Province of Alberta, this 12th day of)
October, 2006.)

Lorraine Rose Larson

Barbara Kusch
Barbara Kusch



002543073

062543073 REGISTERED 2006 11 24
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 1047705 ADR/JOLSEN
LINC/S: 0016437957

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

242035605

ORDER NUMBER: 49779239

ADVISORY

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

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

CAVEAT FORBIDDING REGISTRATION

"The Land Titles Act"

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

Take notice that **DISCOVERY RESOURCES LTD.**, a body corporate, of the City of Calgary, in the Province of Alberta, claim an interest under and by virtue of an Alberta Right of Way Agreement (under 20 acres) dated **December 15, 2023**

between **STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER**, as Grantor, and **DISCOVERY RESOURCES LTD.**, as Grantee,

**THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE
OR LESS, AS SHOWN ON ROAD PLAN 5430LZ
EXCEPTING THEREOUT ALL MINES AND MINERALS**

as more particularly described in Certificate of Title Number **222 045 143**

standing in the register in the name of **STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER**

and I/We, **DISCOVERY RESOURCES LTD.** forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate of interest, unless the instrument or Certificate of Title as the case may be is expressed to be subject to our claim herein set forth.

I APPOINT: **DISCOVERY RESOURCES LTD.**

At 10 Discovery Ridge Heath, SW,
Calgary, AB T3P 4Y2

As the place at which notices and proceedings relating hereto may be served.

Dated this 19th day of January, A.D. 2024.

DISCOVERY RESOURCES LTD.

By its agent, Millennium Land Ltd.



Shawna Whitlock


FORM 27**LAND TITLES ACT
(Section 131)****AFFIDAVIT IN SUPPORT OF CAVEAT**

I, **Shawna Whitlock**,

make oath and say (or solemnly declare) as follows:

1. I am the within named caveator (or agent for the caveator).
2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN before me at the
City of Calgary in the Province of Alberta
This 19th day of January, 2024.



Mathew Norman Standish
A Commissioner for Oaths in and for Alberta
My Commission Expires March 31, 2024



Shawna Whitlock, Surface Land Analyst



242035605

242035605 REGISTERED 2024 02 03
CAVE - CAVEAT
DOC 1 OF 1 DRR#: F000T78 ADR/LINDSTRO
LINC/S: 0016437957

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

242035606

ORDER NUMBER: 49779239

ADVISORY

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

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

CAVEAT FORBIDDING REGISTRATION

"The Land Titles Act"

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

Take notice that **DISCOVERY RESOURCES LTD.**, a body corporate, of the City of Calgary, in the Province of Alberta, claim an interest under and by virtue of a Surface Lease for Padsite (under 20 acres) dated **December 15, 2023**

between **STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER**, as Grantor, and **DISCOVERY RESOURCES LTD.**, as Grantee,

**THE SOUTH EAST QUARTER OF SECTION EIGHT (8)
TOWNSHIP FORTY THREE (43)
RANGE TWO (2)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 1.44 HECTARES (3.56 ACRES) MORE
OR LESS, AS SHOWN ON ROAD PLAN 5430LZ
EXCEPTING THEREOUT ALL MINES AND MINERALS**

as more particularly described in Certificate of Title Number **222 045 143**

standing in the register in the name of **STEVEN DALE SCHRADER AND BARRY CLIFFORD SCHRADER**

and I/We, **DISCOVERY RESOURCES LTD.** forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate of interest, unless the instrument or Certificate of Title as the case may be is expressed to be subject to our claim herein set forth.

I APPOINT: **DISCOVERY RESOURCES LTD.**

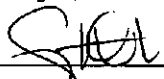
At 10 Discovery Ridge Heath, SW,
Calgary, AB T3P 4Y2

As the place at which notices and proceedings relating hereto may be served.

Dated this 19th day of January, A.D. 2024.

DISCOVERY RESOURCES LTD.

By its agent, Millennium Land Ltd.



Shawna Whitlock

FORM 27**LAND TITLES ACT
(Section 131)****AFFIDAVIT IN SUPPORT OF CAVEAT**

I, **Shawna Whitlock**,


make oath and say (or solemnly declare) as follows:

1. I am the within named caveator (or agent for the caveator).
2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN before me at the
City of Calgary in the Province of Alberta
This 19th day of January, 2024.



Mathew Norman Standish
A Commissioner for Oaths in and for Alberta
My Commission Expires March 31, 2024



Shawna Whitlock, Surface Land Analyst



242035606

242035606 REGISTERED 2024 02 03

CAVE - CAVEAT

DOC 1 OF 1 DRR#: F000TC0 ADR/LINDSTRO

LINC/S: 0016437957

2024 FEB 03 10:00 AM
LINDSTROM, ANDREW
242035606



DISCOVERY RESOURCES LTD.

10 Discovery Ridge Heath, SW,
Calgary, Alberta
T3H 4Y2
T 403-651-6180
discoveryresources@shaw.ca

December 4, 2023

Steven Dale Schrader
Box 296
Rimbey, AB T0C 2J0

Barry Clifford Schrader
629 Victoria Beach Bay
Chestermere, AB T1X 1H9

TO WHOM IT MAY CONCERN:

RE: PROPOSED WELLSITE PROJECT INFORMATION LETTER
Surface Location: 02-08-043-02W5
Bottomhole Location Name: DISCOVERY 102 HZ WROSE 15-32-42-2W5
Unique Well Identifier: 102/15-32-042-02W5/00
Bottomhole Location Name: DISCOVERY 102 HZ WROSE 1-32-42-2W5
Unique Well Identifier: 102/01-32-042-02W5/00

Discovery Resources Ltd. is proposing to drill two new oil wells from a new wellsite at 2-8-43-2W5 as shown on the attached survey plan. The wellsite will be constructed, drilled and operated in accordance with good oilfield practices as well as Alberta Environment and Alberta Energy Regulator (AER) regulations. Specific information relative to this project is detailed below:

Surface Location:	New 2-8-43-2W5 Site
General Description of Project:	The project will include drilling and completing two new oil wells from the new 2-8-43-2W5 wellsite.
Category / Type: (From AER D056 Table 5)	Category: B Type: 140 &150 Description: SINGLE WELL/MULTI WELL 0.00 mol/kmol H₂S
Need for Proposed Development, Existing and Future Plans:	Discovery Resources Ltd. is in the business of exploring for, drilling and producing hydrocarbons contained in our existing mineral rights. The proposed wells are part of Discovery's ongoing development program in the area.
Expected Substance Type:	<input checked="" type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas
On-Site Equipment Required:	In the event that the wells are successful, equipment on site will include a pumpjack on each well, a separator/meter building, two 800 barrel production storage tanks, and one emergency flare stack. Initially a generator will be used on site to power the two electric pumpjacks, then a permanent power line will be installed from the existing Equis/Fortis system on Range Road 24A.
Potential Flaring Operations:	Following drilling of the well, it will be completed and tested to determine its productive capability. Gas produced during testing is flared on site. Flaring is an important safety measure as it disposes of the gas that must be flowed during the test. The necessary flaring will be kept to a minimum. Under AER Directive 060 Discovery is required to notify area residents of our flaring activities. If applicable, you will receive an additional notice prior to this test phase. There will not be any continuous flaring from this facility once it is on production.
Derrick Height	25 Meters (Above Ground Level)
Potential Emissions & Odours:	During the regular operation of this well there will not be any significant odors, emissions, or flaring.

Proposed Project Scheduling and Duration:	This project is anticipated to commence between January 2024 and December 2024. Drilling and completion will take approximately 25 days.
Anticipated Noise:	The noise associated with the drilling and completion operations will be temporary in nature and we will adhere to the regulations set out in AER <i>Directive 038</i> (Noise Control) that defines permissible sound levels for all activities associated with oil and gas operations. We do not anticipate any significant noise during the regular operation of this well during the production phase.
Traffic Impacts:	There will be an increase in traffic in the area during the construction, drilling and completion phase of operations. Traffic during the production phase will include the occasional operator's pick-up truck.
Emergency Response Plan:	The proposed well is not expected to encounter any formations that contain H ₂ S gas; therefore, there is no requirement for a site specific Emergency Response Plan. Discovery will follow its Corporate Emergency Response Plan in the unlikely event of an emergency during the drilling, completion or operation of the proposed well. Discovery stands behind its reputation of drilling, operating and constructing high standard facilities designed to meet or exceed all AER, safety and environmental protection guidelines and regulations.
H₂S Concentration During Drilling:	The gas found in the formations to be encountered in this well does not contain hydrogen sulphide gas. (H ₂ S). This was determined by reviewing data from adjacent wells. <u>0.00</u> mol/kmol Emergency Planning Radius: <u>N/A</u> Release Rate: <u>0.00</u> m ³ /s
Setbacks and Restrictions:	As with all wells, pipelines and facilities there are setbacks put in place as a minimum distance between an energy facility and a dwelling, public facility, rural housing project or urban centre. Simply put, setbacks prevent populated areas from developing too close to energy facilities or energy facilities getting too close to people. As this well is designated as a Category B Type 140 & 150, there is a municipal development restriction of 100 meters. Due to this restriction, no development will be permitted within 100 meters of the wellhead unless all applicable relaxation consents can be obtained. Contact your local municipality for further details on their specific development setbacks and relaxation policies.

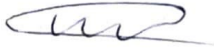
The following is a list of some of the information pamphlets of general interest that are available. Should you wish to receive any of these pamphlets please contact either DISCOVERY's surface land representative or the consulting land agent:

- AER EnerFAQs - What is the Alberta Energy Regulator?
- AER EnerFAQs - Having Your Say at an AER Hearing
- AER EnerFAQs - Inspections and Enforcement of Energy Developments in Alberta
- AER EnerFAQs - All About Critical Sour Wells
- AER EnerFAQs - Explaining AER Setbacks
- AER EnerFAQs - Flaring and Incineration
- AER EnerFAQs - All About Appropriate Dispute Resolution (ADR)
- AER EnerFAQs - Oil Sands
- AER EnerFAQs - How to Register a Private Surface Agreement

These and several other of the EnerFAQ's documents of possible interest may also be downloaded from the AER's website at: <http://www.AER.ca>

Should further information be required regarding the construction or operation of this project, please contact one of the representatives listed above.

Sincerely,
DISCOVERY RESOURCES LTD.




Marshall Ratcliff
as Agent for **DISCOVERY RESOURCES LTD.**

Enclosures:

- Survey Plan
- Letter from the CEO of the AER
- AER Brochure: Understanding Oil & Gas Development in Alberta
- EnerFAQs: Proposed Oil & Gas Development - A Landowners Guide
- EnerFAQs: Expressing Your Concerns - How to File a Statement of Concern About an Energy Resources Project

I/We, **Steven Dale Schrader and Barry Clifford Schrader** hereby acknowledge personal consultation and receipt of the above noted information package and a listing of the other AER EnerFAQs documents which the applicant will provide me/us upon my/our request. Further, I/We confirm that I/we have no objections to the proposed wellsite and associated facilities and have no objections to the AER issuing a licence for the same.

Dated the 15 day of December, 2023



Witness



Steven Dale Schrader

Witness



Barry Clifford Schrader

Additional Comments: _____

DISCOVERY 102 HZ HOMRIM 15-32-42-2
DISCOVERY 102 HZ HOMRIM 1-32-42-2

Surface Location In
 LS 2 Sec 8 Twp 43 Rge 2 W5M
 Within
 NE 1/4 Sec 5 Twp 43 Rge 2 W5M
 SE 1/4 Sec 8 Twp 43 Rge 2 W5M
 Ponoka County

LANDOWNERS	AREAS			
NE 1/4 Sec 5 Twp 43 Rge 2 W5M Title No.: 212 061 396 Owner(s): Viola Mae Schneider Barbara M Schneider SE 1/4 Sec 8 Twp 43 Rge 2 W5M Title No.: 222 045 143 Owner(s): Steven Dale Schrader Barry Clifford Schrader	Wellsite	Location	Hectares	Acres
	Access Road	SE8	1.440	3.56
		NE5	0.323	0.80

LICENCING	GROUND ELEVATIONS																														
The proposed well: <table border="0"> <tr> <td>Is at least 5.0km from a lighted airstrip/aerodrome¹</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Is at least 1.6km from an unlighted airstrip/aerodrome</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 100m from any surface improvements</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 40m from any surveyed road</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 100m from any water body</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 200m from any water well</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is located outside any potential coal development area</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 400m from any known sub surface coal mine; either active/working or abandoned</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is at least 3.0km from any known sub surface coal mine; either active/working or abandoned</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is located outside any known historically significant lands</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Is at least 5.0km from a lighted airstrip/aerodrome ¹	Yes	No	Is at least 1.6km from an unlighted airstrip/aerodrome	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 100m from any surface improvements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 40m from any surveyed road	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 100m from any water body	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 200m from any water well	<input type="checkbox"/>	<input type="checkbox"/>	Is located outside any potential coal development area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 400m from any known sub surface coal mine; either active/working or abandoned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is at least 3.0km from any known sub surface coal mine; either active/working or abandoned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is located outside any known historically significant lands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is at least 5.0km from a lighted airstrip/aerodrome ¹	Yes	No																													
Is at least 1.6km from an unlighted airstrip/aerodrome	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 100m from any surface improvements	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 40m from any surveyed road	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 100m from any water body	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 200m from any water well	<input type="checkbox"/>	<input type="checkbox"/>																													
Is located outside any potential coal development area	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 400m from any known sub surface coal mine; either active/working or abandoned	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is at least 3.0km from any known sub surface coal mine; either active/working or abandoned	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Is located outside any known historically significant lands	<input checked="" type="checkbox"/>	<input type="checkbox"/>																													
Proximities: Rimbey Airport (Closed October 1 - April 30) +/-0.7km from the nearest surface development (Residence, NW 4-43-2 W5M) +/-3.3km from the nearest urban centre (Rimbey)	CE 924																														

ALBERTA LAND SURVEYOR'S CERTIFICATION

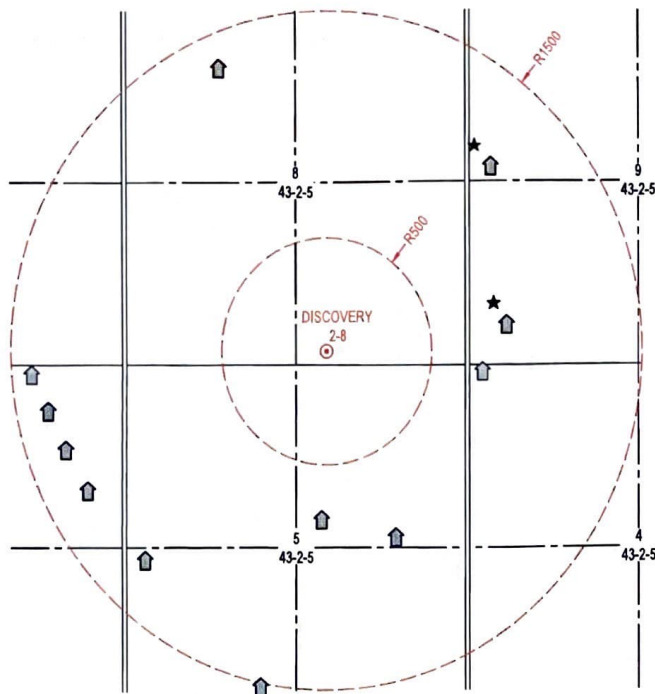
I, Michael R. Louie, Alberta Land Surveyor, of the City of Calgary, Alberta, certify that the field survey represented by this plan is true and correct to the best of my knowledge, was carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and was performed between the 3rd day of November, 2023 and the 5th day of November, 2023.

 Chris Reid Witness
 Michael R. Louie Alberta Land Surveyor Date Signed: 2023.11.22



OPERATOR	REVISION TABLE																
DISCOVERY RESOURCES LTD.	<table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Description</th> <th>CA/DR/QA</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>2023.11.22</td> <td>Issued</td> <td>CAP/SBM</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Rev.	Date	Description	CA/DR/QA	0	2023.11.22	Issued	CAP/SBM								
Rev.	Date	Description	CA/DR/QA														
0	2023.11.22	Issued	CAP/SBM														

SURFACE DEVELOPMENT SKETCH - SCALE 1:25000



- Legend**
- Proposed Well Centre
 - 🏠 Occupied Residence
 - 🏠 Unoccupied Residence
 - ★ Other Surface Developments
- Information beyond outer radius circle not shown

ABBREVIATIONS

ac	Acres	E	East	L.Bar	Iron Bar	N	North	Rge	Range	Twp	Township
ABD	Abandoned	Fd.	Found	LS	Legal Subdivision	O/H	Overhead	Re-est.	Re-established	UTL	Utility
A/R	Access Road	F/L	Flow Line	M	Mound or Meridian	PL	Placed	Res.	Restored	U/G	Underground
A/G	Above Ground	ha	Hectare	Mp.	Marker Post	P/L	Pipeline	R/W	Right of Way	W	West
Calc.	Calculated	HWY	Highway	Mkd.	Marked	Pit	4 Pits	S	South	Wit	Witness
C.S.	Countersunk	HZ	Horizontal	Mk.	Mark	PWR	Powerline	Sec	Section	W/C	Well Centre
C. of T.	Certificate of Title	I.	Iron Post	Mon.	Monument	Ref.	Reference	Theor.	Theoretical	W/H	Well Head

LEGEND

	Proposed Area		Found		Planted		Buried Telephone Line		Flare Stack
	Existing Area		Iron Bar		Statutory Monument		Buried Fiber-optic Line		Sign
	Temporary Work Space		Iron Spike		Iron Spike		Buried Water Line		Pedestal / Bollard
	Proposed Well Centre		Non-monumented Point		Berm / Slope		Overhead Powerline		Culvert
	Proposed Drill Path Point		Fence		Above Ground Pipe		Bush / Tree Line		Water Well
	Well Location		Buried Pipe		Buried Power Cable		Wetlands (see Notes)		Riser
	Active Well		Buried Low Pressure Gas Utility		Electrical Box		Power / Light / Utility Pole		PigTrap
	Abandoned Well		Buried Cathodic Protection		Bore / Piezometer		Anchor		Flange
	Existing Drill Path Point		Buried Low Pressure Gas Utility		Tower		Valve		Lost Signal
	Proposed Drill Path								
	Planned Drill Path								
	As-Drilled Drill Path								

NOTES

Geodetic Datum: CGVD2013/NAD83(CSRS) Precise Point Positioning
 Scale: 1:5000 (unless otherwise stated).
 Distances are ground and in metres and decimal thereof.
 Bearings shown are UTM Grid, NAD83 (CSRS) Reference Meridian 117° (Zone 11)
 unless otherwise shown and are derived from GNSS observations.
 Combined Scale Factor: 0.9998911

Surrounding information provided by AER/IHS, Caltech takes no responsibility for the accuracy of the data provided.

RP The Geo-Referenced point is the 5841012.02 N
 Fd.I. on Plan 152 400 686303.36 E

Due to the limitations of the electronic devices used to locate underground facilities, it should not be assumed that the locations and/or depths shown on this plan of survey are exact or that all underground facilities are shown. Caltech and any of its employees take no responsibility for the accuracy of the underground facilities shown and all underground facilities should be located by the respective authorities prior to construction.
 Contact Alberta One-Call before digging 1-800-242-3447.

8
43-2-5



BLINDMAN RIVER

APPROX. LOCATION
GULL LAKE DEER CREEK
GAS CO-OP
BURIED GAS LINE

ROAD
PLAN 5430 LZ

PAVED HIGHWAY #20
20:12 ROAD ALLOWANCE

15.00 PETRUS P/L R/W
PLAN 022 1796

13 ENERGY
1-8
LS 7 LS 8
LS 2 LS 1

15.00 13 ENERGY P/L R/W
PLAN 912 1457

15.00 PETRUS A/R

15.00 DISCOVERY P/L R/W
PLAN 152 4008
(NOT LICENSED)

15.00 DISCOVERY P/L R/W
PLAN 042 1567

15.00 13 ENERGY A/R

SEE
DETAIL

PASTURE
POPLAR
to 0.150
SCATTERED
SPRUCE
to 0.200

CULTIVATION

CULTIVATION

F.d.I. C.S.
R20

15.00 DISCOVERY P/L R/W
PLAN 912 0969

18.00 KEYERA P/L R/W
PLAN 182 3466

15.00 PEMBRINA P/L R/W
PLAN 912 9695

22.86 NOVA P/L R/W
PLAN 1021 MC

22.86 KEYERA
P/L R/W
PLAN 1338 MC

87°51'05"
17.83

Re-est.
Pos.
NE 5

599.28 to NE 5
88° 00' 15"

F.d.I. R19 C.S.
Top Broken

F.d.I. M.p. NE 6

20:12 ROAD ALLOWANCE

825.80
88°00'15"

PASTURE

25.00 13 ENERGY A/R

20.00 A/R

CULTIVATION

309.22
357°58'55"

RP

C.S.

18.00 KEYERA P/L R/W
PLAN 182 3466

15.00 PEMBRINA P/L R/W
PLAN 912 9695

22.86 NOVA P/L R/W
PLAN 1021 MC

15.00 DISCOVERY P/L
R/W PLAN 912 0969

15.00 13 ENERGY P/L R/W
PLAN 042 6196

13 ENERGY
102/16-5
LS 15 LS 16
LS 10 LS 9

20.00 TQN A/R

ROAD
PLAN 5430 LZ

15.00 TQN P/L R/W
PLAN 052 0730

TQN
16-5

LOT 1 PLAN 982 4683

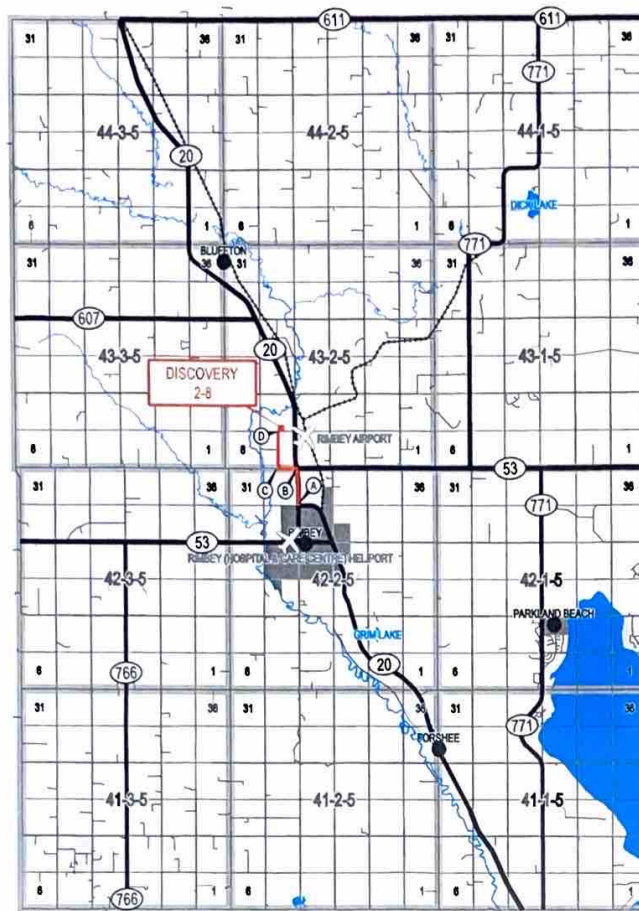
20:12 ROAD ALLOWANCE

PAVED HIGHWAY #20

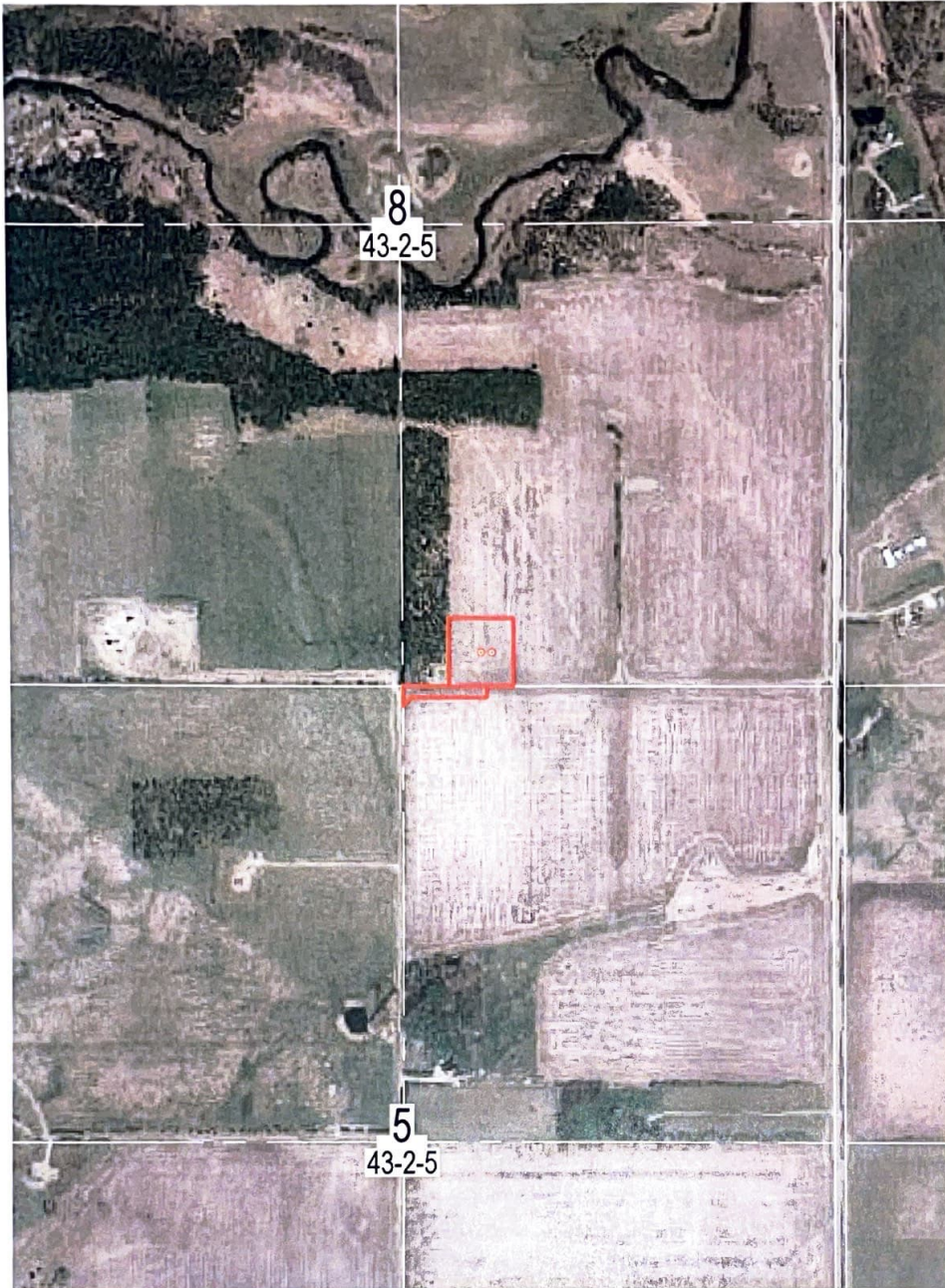
5
43-2-5

C. OF T.

ACCESS ROUTE SKETCH - SCALE 1:250000



ROAD USE			
	Owner	Disposition	Length (km)
A - B	Alberta Transportation	Hwy. 20	1.6
B - C	Ponoka County	Twp. Road 430	0.8
C - D	Ponoka County	Plan 5315 CL	1.6



Satellite Image Provided by Planet Labs Inc. Photo Date: 2022.07.13