



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0020 358 974 6;3;80;17;NW 142 405 669

LEGAL DESCRIPTION

THE NORTH WEST QUARTER OF SECTION SEVENTEEN (17)
TOWNSHIP EIGHTY (80)
RANGE THREE (3)
WEST OF THE SIXTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR
LESS, FOR ROAD, AS SHOWN ON ROAD PLAN 6461NY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF FAIRVIEW NO. 136

REFERENCE NUMBER: 972 306 800

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 405 669	02/12/2014	AFFIDAVIT OF SURVIVING JOINT TENANT		

OWNERS

LINDA WILKS
OF 5118-43 AVE
RED DEER
ALBERTA T4N 3E2

(DATA UPDATED BY: CHANGE OF ADDRESS 152195842)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
752 082 293	08/07/1975	CAVEAT RE : SURFACE LEASE CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

(CONTINUED)

REGISTRATION

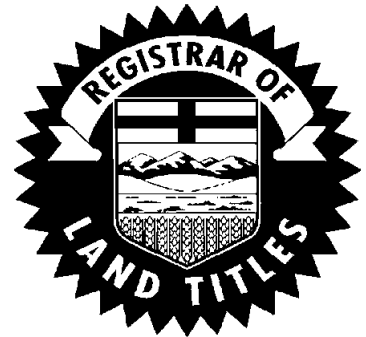
NUMBER	DATE (D/M/Y)	PARTICULARS
		BOX 6926, STN D CALGARY ALBERTA T2P2G1 AGENT - CANDACE LENZ (DATA UPDATED BY: CHANGE OF NAME 042095966) (DATA UPDATED BY: TRANSFER OF CAVEAT 142135404)
982 075 892	19/03/1998	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PEMBINA PIPELINE CORPORATION. 3800, 525-8 AVENUE SW CALGARY ALBERTA T2P1G1 (DATA UPDATED BY: TRANSFER OF CAVEAT 012209937) (DATA UPDATED BY: CHANGE OF ADDRESS 122217367)
992 018 456	22/01/1999	UTILITY RIGHT OF WAY GRANTEE - FAIRVIEW RURAL WATER PROJECT LTD.

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 21 DAY OF MARCH, 2023 AT 07:58 P.M.

ORDER NUMBER: 46783763

CUSTOMER FILE NUMBER: clhbid/gk



END OF CERTIFICATE

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

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

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

752082293

ORDER NUMBER: 46883389

ADVISORY

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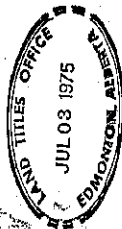
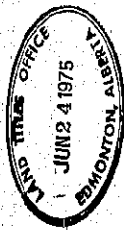
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E. M. White.



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CAVEAT FORBIDDING REGISTRATION

"THE LAND TITLES ACT"

CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that Anderson Exploration Ltd., a body corporate having its office at the City of Calgary in the Province of Alberta, claims an estate or interest in and to the undermentioned lands under and by virtue of a certain Surface Lease dated the 26th day of February A.D. 19 74, and made between

Robert Jason Osborne

of Fairview in the Province of Alberta, as Lessor, and the said Anderson Exploration Ltd., as Lessee, whereby for the terms and for the consideration therein mentioned and subject to the covenants and agreements therein set forth and contained, the said Lessor did lease unto the said Anderson Exploration Ltd. certain parts or portions of the undermentioned lands as in the said lease described for any or all of the Lessee's drilling and/or production operations which said lands are described as follows:

The North West Quarter of Section Seventeen (17), Township Eighty (80), Range Three (3), West of the Sixth Meridian in the said Province, containing One Hundred and Sixty (160) acres, more or less. EXCEPTING THEREOUT: 1.03 acres for road as shown on Road Plan 6461 N.Y.

Reserving unto Her Majesty all mines and minerals.

OK standing in the register in the name of Robert Jason Osborne and Anderson 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 appoints Anderson Exploration Ltd., 622, 550 - 6th Avenue S.W., Calgary, Alberta, as the place at which notices and proceedings related thereto may be served.

DATED this 23 day of June A.D. 19 75 .


By its Agent Keith G. Ford

AFFIDAVIT IN SUPPORT OF CAVEAT

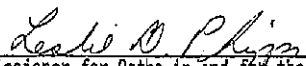
CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

I, Keith G. Ford, Landman, of the City of Calgary, MAKE OATH AND SAY:

- (1) THAT I am the Agent for the above Caveator,
- (2) THAT I believe that the said Caveator has 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.

SHORN before me at Calgary }
in the Province of Alberta, this 23 }
day of June A.D. 19 75. }


Keith G. Ford


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

Alberta

SURFACE LEASE

THIS AGREEMENT made and entered into this 16 day of February, A.D. 1974.

BETWEEN: **ROBERT JASON OSBORNE** of Fairview in the Province of Alberta
(hereinafter called the "Lessor")

OF THE FIRST PART

— AND —

ANDERSON EXPLORATION LTD.

a body corporate carrying on business in the Province of Alberta and with an office in the City of Calgary

(hereinafter called the "Lessee")

OF THE SECOND PART

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

The North West Quarter of Section Seventeen (17), Township Eighty (80), Range Three (3), West of the Sixth Meridian in the said Province, Containing One Hundred and Sixty (160) acres, more or less.

Reserving unto Her Majesty all mines and minerals.

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

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

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. THE LESSOR, for the purposes and at the rental hereinafter set forth, DOth HEREBY LEASE to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto annexed and marked Exhibit "A" (hereinafter called "the demised premises"), to be held by the Lessee as a tenant for the term of Twenty-five (25) years from the date hereof for the purposes of exploring for, drilling and producing petroleum, natural gas and other wells thereon, storing, treating, processing, removing and transporting petroleum, natural gas and related hydrocarbons wherever produced, and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with its drilling, producing, treating and storing operations; and further, and without derogating from the generality of the foregoing, for the purposes of drilling and producing water wells, disposing of salt water, injecting substances in connection with secondary recovery procedures, building roads, constructing and/or using storage tanks, pipelines, treating and processing units, buildings, plant and equipment, machinery and such other things as the Lessee may deem necessary for any of its operations aforesaid (whether on the said lands alone, or thereon in conjunction with neighbouring or other lands) at a clear rental of fourteen hundred dollars (\$ 1400) Dollars for the first year of the term hereby granted, (the receipt of which sum is hereby acknowledged), and of such sum as may be properly payable, calculated at the rate of One hundred thirty dollars (\$ 130) Dollars per acre of the demised premises retained by the Lessee for the purposes hereinbefore mentioned, for each subsequent year payable annually in advance on the anniversary date hereof in each and every subsequent year during the term of this Lease and any renewals thereof, which sums include, among other things, compensation in full for damage, waste or destruction to the said lands, severance of the demised premises and inconvenience and disturbance to the Lessor, and the right to include additional lands in the demised premises.

2. AND THE LESSOR, for the consideration hereinafter set forth, doth also hereby grant to the Lessee the right exercisable at all times during the currency of this lease to enter upon or under the said lands for the purpose of laying down and constructing, inspecting, keeping and maintaining in good condition and repair by any means whatsoever, pipelines for the carriage of oil and gas effluent or water together with such works and structures as may be necessary for or incidental thereto whether the same are used in connection with the Lessee's operations on the said lands or otherwise; and the same shall be buried to a minimum depth of 18" and for every such purpose the Lessee shall have access to such lands at all times for its servants, agents, employees and contractors and for its vehicles and equipment. Prior to exercising such right the Lessee shall provide the Lessor with a sketch or plan showing in outline the property to be affected by the exercise of the rights granted under this clause and indicating the number of acres affected thereby and shall pay to the Lessor a sum calculated at the rate of _____ (\$ _____) Dollars per acre of land so affected.

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

(a) Taxes Paid by Lessor:

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

(b) Quiet Enjoyment:

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

(c) Renewal:

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-five (25) years hereinbefore mentioned then the said lease shall be renewed and the term extended for a further period of twenty-five (25) years from the said date subject to the same terms, covenants and conditions as herein contained including this covenant for renewal; PROVIDED, however, that if the Lessee does not wish to exercise such option of renewal, then the Lessor shall be so advised by notice in writing, thirty (30) days prior to the expiration of the said term.

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

(a) Payment of Rental:

To pay the rentals hereinbefore reserved in each and every year in advance during the existence of this Lease or any extension or renewal thereof.

(b) Digging of Pits for Mud and Sludge and Destruction of Weeds:

To dig a pit or pits and deposit therein mud and sludge resulting from any of its drilling operations and will not permit the same to escape onto the Lessor's adjoining land and the Lessee will take all necessary precautions to keep down all noxious weeds on the demised premises.

(c) Fencing:

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

(d) Taxes Payable by Lessee:

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

(e) Abandonment and Restoration:

Upon the abandonment of any well or wells, to cause them to be plugged and all excavations in connection therewith to be filled in, all in compliance with regulations of the Government of the Province of Alberta in that regard, and upon the discontinuance of the use of any portion or portions of the said lands, to restore such portion or portions to the same condition so far as it may be practical so to do as that existing immediately prior to the entry thereon and the use thereof by the Lessee, it being understood and agreed however that the Lessee shall not be responsible in damages for any waste or total or partial destruction caused to the demised premises as a result of its operations thereon.

(f) Compensation for Damages:

To carry on its operations in such a manner as shall cause as little permanent injury as is practicable to the demised lands and to pay compensation for damage done by it to growing crops, fences and buildings or other improvements of the Lessor upon the said lands, exclusive of the demised premises.

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

(a) Default:

That the Lessee shall not be deemed to be in default in performance of any covenant or obligation under this Lease whether for payment of monies or otherwise unless and until the Lessee has been notified by the Lessor of such default and the Lessee has failed to commence to remedy such default within the period of thirty (30) days next following the date of such notification and, has failed to proceed thereafter with diligence to remedy the same.

(b) Surrender:

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

(c) Reduction of Acreage:

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time determine or surrender any part or portion of the demised premises used by the Lessee in excess of three (3) acres, by giving the Lessor written notice to that effect and by delivering or mailing to the Lessor a sketch or plan of the portion or portions thereof retained, whereupon the rental shall cease in respect of the part or portion so surrendered and the Lessee shall have the right to remove from the part or portion so surrendered all buildings, structures, casing in wells, pipe lines, material and equipment of whatsoever kind or nature which it may have placed on or in the area so surrendered.

(d) Discharge of Encumbrances:

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

(e) Assignment by Lessee:

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

(f) Inclusion of Additional Lands in the Demised Premises:

The Lessor grants to the Lessee the right from time to time during the term of this Lease or any renewal thereof to include in the demised premises further and other portions of the said lands (other than lands upon which buildings are located) for all or any of the Lessee's operations. Such rights may be exercised by notice in writing from the Lessee to the Lessor accompanied by a sketch or plan of the portion or portions of land required by the Lessee together with a cheque or draft for the first year's rental for such additional property calculated at the same rate per acre as that now paid for the first year's rental herein. Rental for the second year shall be paid in advance on the anniversary date of the service of notice and shall be calculated at the same rate per acre as that paid for the second and subsequent years rental on the present demised premises. Such rentals shall be in addition to those required to be paid for the present demised premises. The additional lands shall be leased and included in the term "demised premises" from the date of service of the notice referred to above and shall be subject to all the terms, covenants and conditions of the Lease other than as modified or varied in this paragraph.

(g) Manner of Payment:

All payments to be made under this lease may be made by the Lessee on or before the due date by mailing its cheque to the Lessor at the Lessor's address hereinafter noted, or by the Lessee depositing its cheque in the _____

_____ to the credit of the Lessor and the Lessor hereby appoints such organization as its agent to receive such payment and to give a good and valid receipt therefor. Notwithstanding a change of ownership of the said lands or any part thereof the Lessee may continue making payments in accordance with the foregoing which shall constitute good and sufficient payment of such amounts under the terms of this Lease until the Lessee has received adequate and sufficient documentary evidence of the change of ownership and written notice and direction from the Lessor as to the name of the person or persons to whom and place to which such payments should be made and thereafter all such payments shall be made in accordance with that direction and notice until further altered in the same manner.

6. NOTICES:

All notices to be given hereunder may be given by registered letter addressed to the Lessee at 622, 550 - 6th Ave. S.W., Calgary, Alberta T2P 0S2 and to the Lessor at R.R. #1, Fairview, Alberta T0H 1L0 or such other address as the Lessor and the Lessee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the Addressee three (3) days after the mailing thereof, postage prepaid:

7. THESE PRESENTS and everything herein contained shall endure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators and assigns and upon the Lessee, its successors and assigns.

Anderson Exploration Ltd, the above mentioned Lessee, doth hereby accept this Lease of the above described land, to be held by it as tenant and subject to the conditions, restrictions and covenants above set forth.

8. IT IS AGREED BETWEEN THE PARTIES HERETO that wherever the singular or the masculine pronouns are used in this Lease, the same shall be construed as meaning the plural or the feminine if the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED

by the above named Lessor in the presence of:

Cliff Haderer

Robert J Osborne
Robert Jason Osborne

ANDERSON EXPLORATION LTD.

K.M.P. [Signature]

ASSISTANT SECRETARY

AFFIDAVIT OF EXECUTION

CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

I, Clifford William Haderer of Fairview

in the Province of Alberta Engineer make oath and say:

1. THAT I was personally present and did see Robert Jason Osborne 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 Fairview, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Robert Jason Osborne and he (or she) is (or they are each), in my belief, of full age of twenty-one years.

SWORN before me at Fairview

In the Province of Alberta, this 27 day of

February, A.D. 1974.

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

Cliff Haderer

DOWER AFFIDAVIT

CANADA }
PROVINCE OF ALBERTA }
TO WIT:

I, Robert Jason Osborne, of Fairview

in the Province of Alberta Farmer (OCCUPATION), make oath and say:

1. THAT I am the Lessor named in the within instrument.

~~XXXXXXXXXXXXXXXXXXXX~~

OR

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

SWORN before me at Fairview

in the Province of Alberta, this 26 day of

February, A.D. 1974.

Robert Jason Osborne
Robert Jason Osborne

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

CONSENT OF SPOUSE

I, _____ being married to the above named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the DOWER ACT, 1948, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he),

- (a) is aware of the nature of the disposition;
- (b) is aware that the DOWER ACT, 1948, gives her (him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
- (c) consents to the disposition for the purpose of giving up life estate and other dower rights in the homestead given to her (him) by the DOWER ACT, 1948, to the extent necessary to give effect to the said disposition;
- (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (this wife).

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

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

AFFIDAVIT OF EXECUTION

CANADA }
PROVINCE OF ALBERTA }
TO WIT:

I, _____, of the City of Calgary, in the Province of Alberta, _____ make oath and say:

- 1. THAT I was personally present and did see _____ 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 the City of Calgary, in the Province of Alberta, 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 by the above named deponent at the City of Calgary, in the Province of Alberta, this _____ day of _____, A.D. 19_____.

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

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

982075892

ORDER NUMBER: 46872525

ADVISORY

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

File: R-324(k)

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 the City of Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of an Alberta Right-of-Way Agreement dated the 11th day of September, 1997, and made between GEORGE ELMER WEBER and LINDA WILKS as Grantors, and the Caveator as Grantee, a copy of which is attached hereto and made part of this instrument for a pipeline containing 3.51 acres more or less,

THE NORTH WEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP EIGHTY (80), RANGE THREE (3), WEST OF THE SIXTH MERIDIAN. CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS. EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS, FOR ROAD, AS SHOWN ON ROAD PLAN 6461NY. EXCEPTING THEREOUT ALL MINES AND MINERALS. AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NUMBER: 972 306 800. ON REGISTRATION AT THE NORTH ALBERTA LAND REGISTRATION DISTRICT.

Standing in the register in the name of, GEORGE ELMER WEBER and LINDA WILKS, of Fairview, 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, Home Oil Tower, 324 - 8th Avenue S.W., Calgary, AB T2P 2Z5, as the place at which notices and proceedings relating hereto may be served.

Dated this 18th day of March, A.D., 1998.

FEDERATED PIPE LINES LTD.



By Its Agent
Phil J. Prefontaine

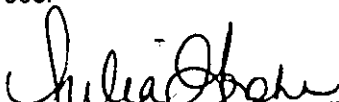
AFFIDAVIT IN SUPPORT OF CAVEAT,

CANADA)
PROVINCE OF ALBERTA) I, Phil J. Prefontaine, of the City of Calgary, in the Province
TO WIT:) 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.

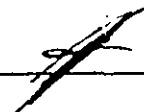
PHIL J. PREFONTAINE

SWORN before me at the City)
of Calgary, in the Province of)
Alberta, this 18th day of March,)
1998.)



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

JULIA E. L. GROHN
My Commission Expires
November 16, 1998



ALBERTA RIGHT-OF-WAY AGREEMENT

CAPL
1992

We _____ of _____ 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 existing Certificate of Title and situate in the Province of Alberta, namely:

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 00/100 (\$ 1.00) (receipt of which is hereby acknowledged) paid to the Grantor by _____

_____ (hereinafter called the "Grantee") and in consideration of the covenants hereinafter contained I 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 including the right to repair or replace the said pipeline or pipelines. The right to construct more than one pipeline in the right-of-way hereby granted shall be limited to one construction operation.

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 _____ metres in width across the said lands in the approximate location as shown on a sketch plan initiated by the parties and delivered to the Grantor upon 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 said 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 said lands, whichever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of _____ (\$ _____) Dollars per acre of right-of-way and temporary work space 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 said lands.

4. PROTECTION OF RIGHT-OF-WAY

(a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way.

i. The Grantor shall not use the right-of-way for any purpose which might either interfere with the rights granted herein to the Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee, including, in particular

No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.

ii. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

(b) 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 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 willful damage or gross negligence by the Grantor.

8. TOPSOIL

Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor, strip from the ditch line prior to construction such width as may be required under good oil field practices and in compliance with existing regulations and replace the topsoil 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(s) hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the said lands were prior to the 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. DEFAULT

Notwithstanding anything herein contained to the contrary, the Grantee shall not be in default in the performance of any of its covenants or obligations under this Agreement, unless and until the Grantor has notified the Grantee in writing of such default; and the Grantee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

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.

16. ADDITIONAL TERMS

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed 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 the 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 :

Grantor at: _____

Grantee at: _____

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 ____ day of _____ A.D. 1997.

SIGNED, SEALED AND DELIVERED

Witness

Witness

Per: _____

Per: _____

DOVER CONSENT OF SPOUSE

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

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband/his wife _____ acknowledged to me that she/he:

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

DATED at the District of _____, in the Province of Alberta, this _____ day of _____, A.D. 1997.

CANADA
PROVINCE OF ALBERTA
TO WIT:

DOWER AFFIDAVIT

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

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

OR

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

SWORN before me at the District of _____
in the Province of Alberta,
this _____ day of _____, 19____.

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

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

I, _____ of Calgary, in the Province of Alberta, Landman, 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 the _____, in the Province of Alberta, 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 eighteen years

SWORN before me at the City of
Calgary, in the Province of Alberta,
this _____ day of _____, 19____.

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

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

I, (WE) _____ of _____, in the Province of ALBERTA 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 Alberta Right of Way Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at the District of _____, in the Province of Alberta, this _____ day of _____, 19____.

Witness

CANADA
PROVINCE OF ALBERTA
TO WIT:

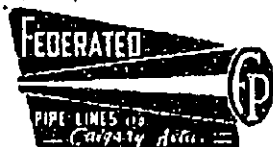
AFFIDAVIT OF EXECUTION

I, _____ of Calgary, in the Province of Alberta, Landman, make oath and say:

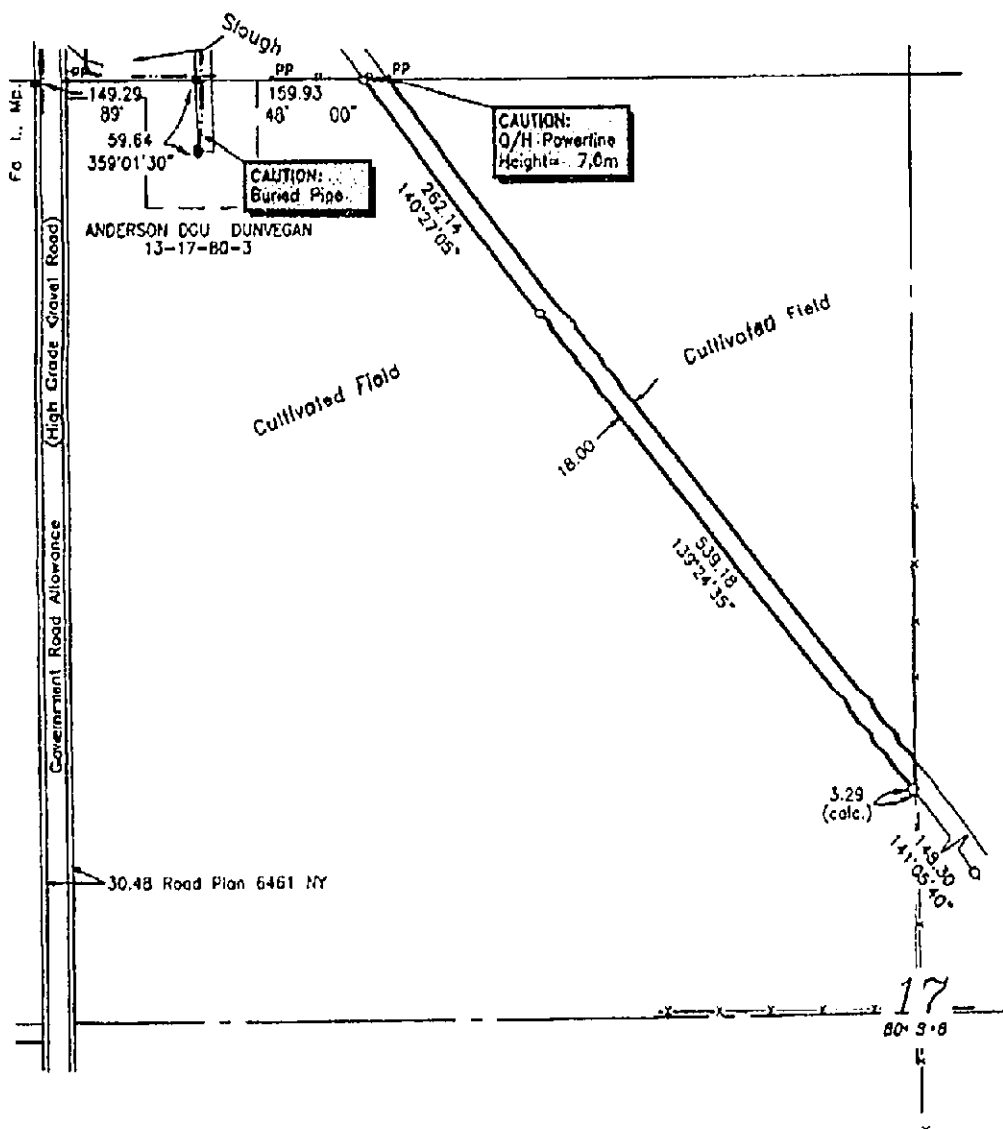
1. THAT I was personally present and did see _____, named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein
2. THAT the same was executed at the _____, in the Province of Alberta, and that I am the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

SWORN before me at the City of
Calgary, in the Province of Alberta,
this _____ day of _____, 19____.

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



FEDERATED PIPE LINES LTD.
 DUNVEGAN TO JUDY CREEK
 INDIVIDUAL OWNERSHIP PLAN
 SHOWING PIPELINE RIGHT-OF-WAY
 NW 1/4 Sec.17-Twp.80-Rge.3-W6M.



AREA REQUIRED: For Pipeline Right-of Way = 1.42 ha (3.51 Ac.)

OWNER: GEORGE ELMER WEBBER

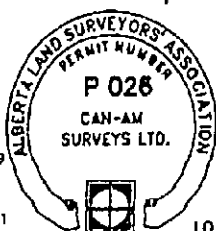
CERT. OF TITLE: 912 320 678 +2

The location of the right-of-way is agreed to this ___ day of _____, 199__.

I/We have no objection to the Energy Resources Conservation permit.

Owner(s)

CAN-AM SURVEYS LTD.
 111, 9440-49th Street
 EDMONTON, ALBERTA T6B 2W9
 PHONE : (403) 468-5900
 FAX : (403) 189-9179
 TOLL FREE : 1-800-478-6141



LEGEND

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, John D. Wallace, 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 4th day of September, 1997.

Revision 2: Revised owner & C. of T.

[Signature]
 ALBERTA LAND SURVEYOR

982075892
CAVE - CAVEAT REGISTERED 1998 03 19
DOC 3 OF 8 DR#: 7589875 ADR/EDMADAT
LINC/S: 0020358974