



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0010 231 611 5;22;67;15;NW 192 304 633

LEGAL DESCRIPTION

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION FIFTEEN (15)
TOWNSHIP SIXTY SEVEN (67)
RANGE TWENTY TWO (22)
WEST OF THE FIFTH MERIDIAN, LYING WEST OF ROAD PLAN 4324JY,
CONTAINING 37.6 HECTARES, (93) ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF GREENVIEW NO. 16

REFERENCE NUMBER: 892 048 781

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
192 304 633	16/12/2019	TRANSFER OF LAND	\$100,000	SETTLEMENT

OWNERS

LARRY DRYSDALE
OF P.O. BOX 899
BEAVERLODGE
ALBERTA T0H 0C0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
912 278 006	09/10/1991	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN:9022873 TAKES PRIORITY DATE OF CAVEAT NO. 902153584 29-05-90

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

062258309

ORDER NUMBER: 48072107

ADVISORY

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SCHEDULE "A"

ALBERTA SURFACE LEASE AGREEMENT

CAPL
95
ALBERTA

This indenture of Lease made the 27 Day of MAY A.D. 2006.
BETWEEN LARRY DRYSDALE and ARLENE DRYSDALE of Little Smoky in the Province of Alberta,
As Joint Tenants (hereinafter called the "Lessor")

and
PARAMOUNT RESOURCES LTD. (hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner (or entitled to become the registered owner under an
agreement for sale or unregistered transfer or otherwise) of an estate in fee simple, subject, however, to the exceptions,
conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that
certain parcel of land situate, lying and being in the Province of Alberta and described as follows:

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION FIFTEEN (15)
TOWNSHIP SIXTY SEVEN (67)
RANGE TWENTY TWO (22)
WEST OF THE FIFTH MERIDIAN, LYING WEST OF ROAD PLAN 4324JY,
CONTAINING 37.6 HECTARES, (93) ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NO. 892 048 781
(hereinafter referred to as the "said lands"); and

WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee for the
purposes and upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSES THAT:

THE LESSOR, in consideration of one dollar (receipt of which is hereby acknowledged), HEREBY LEASES AND
GRANTS to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or
plan attached hereto (hereinafter called the "leased premises"), to be held by the Lessee as tenant for the term of twenty
(20) years from the date hereof for any and all purposes and uses as may be necessary for the exploration, development
and production of oil, gas, related hydrocarbons or substances produced in association therewith, remediation and
reclamation.

YIELDING AND PAYING UNTO THE LESSOR:

(a) First Year Compensation

For the first year, the sum of SIX THOUSAND FIVE HUNDRED & THIRTY SIX
(\$ 6536.00) dollars, which comprises the following:

Table with 2 columns: Description and Amount. Rows include market value of land granted, nuisance & inconvenience, adverse effect, loss of use, and Total.

The first year compensation shall be paid to the Lessor by the Lessee prior to the entry upon the
leased premises for any of the purposes set forth above, other than for survey purposes.

(b) Annual Compensation

Annual compensation payable for each subsequent year after the first year in advance of the
anniversary of the date of this Lease Agreement, in the sum of TWENTY FIVE
HUNDRED (\$ 2500.00) dollars, which payment
comprises the compensation for adverse effect and loss of use set forth in subclauses (a)(iii) and (iv)
above.

Any additional terms or conditions as may be agreed to by the Lessor and the Lessee shall be attached as
Schedule "A" and shall form part of this Lease Agreement.

BAC
L.D.
AR.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:**1. Quiet Enjoyment**

The Lessor has the right to lease the lands to the Lessee. The Lessee, if not in default, has the right to occupy and use the leased premises without interruption or disturbance from either the Lessor or any other persons claiming by, through or under the Lessor.

2. Renewal

If the Lessee is not in default in respect of any of the covenants and conditions contained in this Lease Agreement at the date of expiration of the term of Twenty (20) years hereinbefore mentioned, then this Lease Agreement shall be renewed automatically and the term extended for a further period of Twenty (20) years at an Annual Compensation calculated from time to time as hereinafter provided for the term subsequent to the first year hereof. Such extended term shall be subject to all provisions hereof, including this provision for renewal.

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

The Lessee shall indemnify and save harmless the Lessor from and against any and all claims or demands that may result from the Lessee's use and occupation of the leased premises, other than through wilful damage or gross negligence by the Lessor.

4. Fencing

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

5. Roadways

The Lessee shall, if reasonably required by either party, ensure that any roadway on the leased premises is constructed to a low profile unless topography of land dictates otherwise.

6. Culverts

The Lessee shall construct and maintain culverts and other structures on the leased premises as reasonably required to ensure the unimpeded flow of water through natural drainage courses.

7. Weeds

The Lessee shall control all weeds on the leased premises but in so doing, will not use a soil sterilant without the written consent of the Lessor.

8. Topsoil

The Lessee shall conserve and preserve the topsoil as required from the leased premises, having regard to good soil conservation practices.

9. Compensation for Damages

The Lessee shall pay compensation for damage done by its servants and agents which, without restricting the generality thereof, shall include crops, machinery, livestock, fences, buildings, or other improvements of the Lessor upon the said lands other than the leased premises.

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:**10. Non-Exercise of Rights Granted**

If the leased premises are not entered upon except for survey purposes within 365 days of the date of this Lease Agreement, the Lessee shall pay to the Lessor the sum of ----- SIX HUNDRED----- (\$ 600.00) dollars for the right to survey and all other inconveniences and this Lease Agreement shall terminate.

11. Repair, Removal or Replacement of Equipment

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

pac
L.O.
ad

12. Taxes

The Lessor and the Lessee shall each promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands as a result of their respective use and occupation of the said lands.

13. Compliance with Laws and Regulations

The Lessor and the Lessee shall comply with all applicable laws and regulations as may be in force from time to time, and any other Act pertaining to the activities herein and the regulations passed thereunder.

14. Review of Annual Compensation

The Annual Compensation set forth in paragraph (b) above shall be reviewed in accordance with the applicable legislation.

15. Reduction of Annual Compensation

~~Upon completion of the Lessee's drilling and production operations, including final removal from the leased premises or portion thereof by the Lessee of all above ground buildings, structures, fixtures, material and equipment of any kind, the Lessee, after giving notice to the Lessor that the said lands are suitable to apply for a reclamation certificate, may reduce the Annual Compensation set forth in paragraph (b) above to the actual loss of use and adverse effect mutually agreed to, effective the next anniversary date of this Lease Agreement.~~

16. Surrender & Reclamation

The Lessee shall have the right at any time and from time to time by written notice to the Lessor to surrender all or any portion of the leased premises and terminate this Lease Agreement as it relates to the surrendered premises, provided however, that there shall be no refund to the Lessee of any compensation which may have been paid in advance and that all provisions for abandonment and reclamation have been complied with in accordance with applicable laws and regulations.

17. Discharge of Encumbrances

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

18. Assignment

18.1 The Lessee or the Lessor may delegate, assign or convey to other persons, corporations or agents all or any of the powers, rights and interests obtained by or conferred upon the Lessee or the Lessor herein, 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.

18.2 No delegation, assignment or conveyance by the Lessor or the Lessee is effective or binding upon the other party until the other party has received notice of the assignment, which notice shall include the name and address of the assignee.

19. Default

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

20. Arbitration

In the event of any dispute or claim arising out of or relating to clauses 4 to 9 inclusive or lack of mutual agreement arising out of or relating to clause 15 of this Lease Agreement, the determination of whether there has been a breach of this Lease Agreement and the remedy for the breach, if any, or the determination of the reduced Annual Compensation shall be determined by three (3) disinterested arbitrators, one (1) to be appointed by the Lessor, one (1) by the Lessee and the third by the two (2) arbitrators so appointed, and the decision of any two (2) of the three (3) arbitrators shall be final and conclusive; PROVIDED THAT in all other aspects 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.

BAC

L. P.
A.D.

21. Notices

21.1 All notices to be given herein shall be in writing.

21.2 All notices to be given herein may be given personally, faxed or by letter addressed to the party to whom the notice is to be given. Any such notice shall be deemed to be given to, and received by, the addressee ten (10) days after the mailing thereof, if mailed postage prepaid, or three (3) days after the transmission, if transmitted by fax.

22. Addresses

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

LESSEE: 4700 Bankers Hall West
888 Third Street, S.W.
Calgary, AB T2P 5C5

LESSOR: Larry Drysdale and Arlene Drysdale
Box 17
Little Smoky, AB T0H 3Z0

23. Enurement

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

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has duly executed this Lease Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the above named Lessor in the presence of:

Bruce A Clegg
WITNESS
Bruce A. Clegg

Bruce A Clegg
WITNESS
Bruce A. Clegg

LESSOR

Larry Drysdale (Seal)
LARRY DRYSDALE

(Seal)

ARLENE DRYSDALE
Arlene Drysdale (Seal)

(Seal)

LESSEE PARAMOUNT RESOURCES LTD.

WITNESS

Charles E. Morin, L.L.B.
General Counsel and Corporate Secretary, Manager, Land

Per: _____

CONSENT OF SPOUSE

I, _____, being married to the above named _____ (the Grantor) do hereby give my consent to the disposition of our homestead, made in this instrument, and 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 the Grantor

CERTIFICATE OF ACKNOWLEDGMENT 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 purpose 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. 20_____

A Commissioner for Oaths in and for the Province of Alberta

DOWER AFFIDAVIT

I, _____, of _____ in the Province of British Columbia, make oath and say: _____ (Occupation)

- 1. That I am the Grantor named in the within instrument.
- 2. 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 _____)
of _____ in the Province of Alberta,)
this _____ day of _____, A.D. 20_____)

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA) I, Bruce A. Clegg, of the _____ Town _____
PROVINCE OF ALBERTA) of Fairview in the Province of Alberta,
TO WIT:) Landman, make oath and say:

- 1. That I was personally present and did see Larry Drysdale and Arlene Drysdale named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named herein.
- 2. That the same was executed at the DISTRICT of VALLEYVIEW in the Province of British Columbia and that I am the subscribing witness thereto.
- 3. That I know the said Larry Drysdale and Arlene Drysdale and he is in my belief of the full age of eighteen years.

SWORN before me at the _____ Town _____)
of, Fairview in the Province of Alberta,)
this 29 day of May, A.D. 2006)

Bruce A. Clegg
Bruce A. Clegg

Gwen O. Pratt
A Commissioner for Oaths in and for the Province of Alberta

Gwen O. Pratt
Expires Sept. 22, 2007

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the _____
PROVINCE OF ALBERTA) of _____ in the Province of Alberta,
TO WIT:) 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 and execute the same for the purpose named herein.
2. That the same was executed at the _____ of _____ 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 _____)
of, _____ in the Province of Alberta,)
this _____ day of _____, A.D. 20 _____)

A Commissioner for Oaths in and for the Province of Alberta

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

I, (WE) _____ of _____ in the Province of _____
having an interest in the within lands by virtue of an Agreement or Instrument dated the _____
day of _____ A.D. _____ DO HEREBY AGREE that all my (our) rights, interests and estate
which are, or may be, affected by the above Alberta Surface Lease Agreement shall be fully bound by all the terms and
conditions thereof both now and henceforth.

Dated at _____ in the Province of _____
this _____ day of _____, A.D. 20 _____

(Witness)

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the Town _____
PROVINCE OF ALBERTA) of Fairview in the Province of Alberta,
TO WIT:) 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 and execute the same for the purpose named herein.
2. That the same was executed at the _____ of _____ 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 _____ Town)
of, Fairview in the Province of Alberta,)
this _____ day of _____, A.D. 20 _____)

A Commissioner for Oaths in and for the Province of Alberta

SCHEDULE "A"

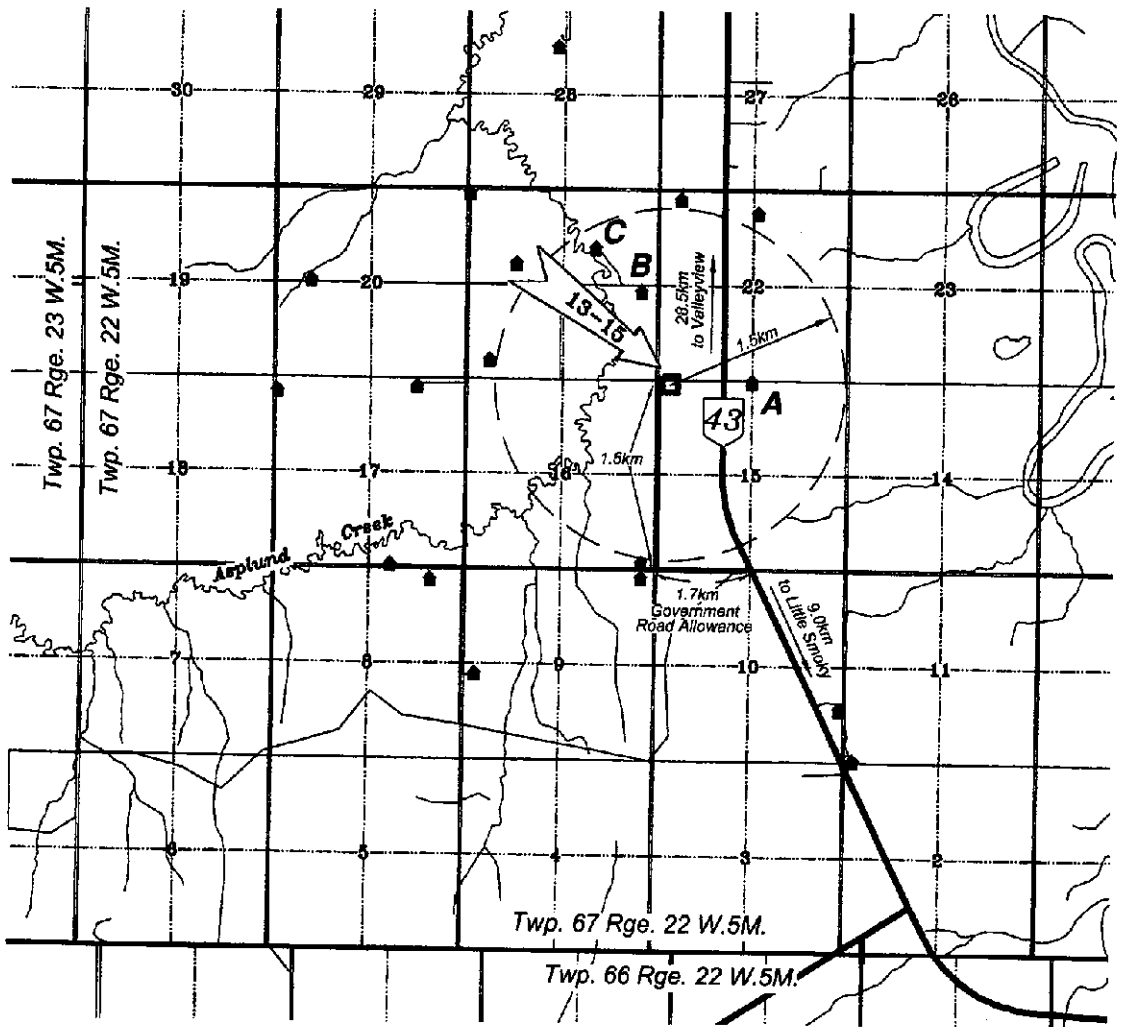
Attached to and made a part of an Alberta Surface Lease Agreement dated this 27 day of MAY, 2006 between Larry Drysdale and Arlene Drysdale as Lessor and PARAMOUNT RESOURCES LTD. as Lessee.

Additional Terms and Conditions:

In addition to the first year compensation payable in the attached Lease Agreement, the Lessee, in consideration of all the benefits granted therein, and to the mutual benefit of the Lessee and the Lessor, for the sole purpose of immediate entry onto the leased premises the Lessee hereby agrees as follows:

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

BAC L.D.
 CD



RESIDENCES AND ACCESS SKETCH
SCALE 1 : 50 000

PERMANENT RESIDENCES SHOWN THUS : \blacktriangle
SEASONAL RESIDENCES SHOWN THUS : \blacktriangle
(Approximate Location Only - Ground truth to 1.6km)

Distances from Well Centre to Residences

A	±695m
B	±809m
C	±1313m

Distances From Well Center to the Nearest...	Dist in kilometers
Surface Development (SW 22 67-22-W5)	± 0.7km
Permanent Residence (SW 22 67-22-W5)	± 0.7km
Urban Center (Little Smoky)	± 9.8km

PARAMOUNT RESOURCES LTD.

PARA ET AL LSMOKY 13-15-67-22

WELL SITE and ACCESS ROAD

L.S. 13 Sec. 15 Twp. 67 Rge. 22 W.5 M.

Municipal District of Greenview No. 16

SCALE: 1:5000 Unless otherwise noted.



NO.	DATE	REVISION	DRN	CKD

LEGEND

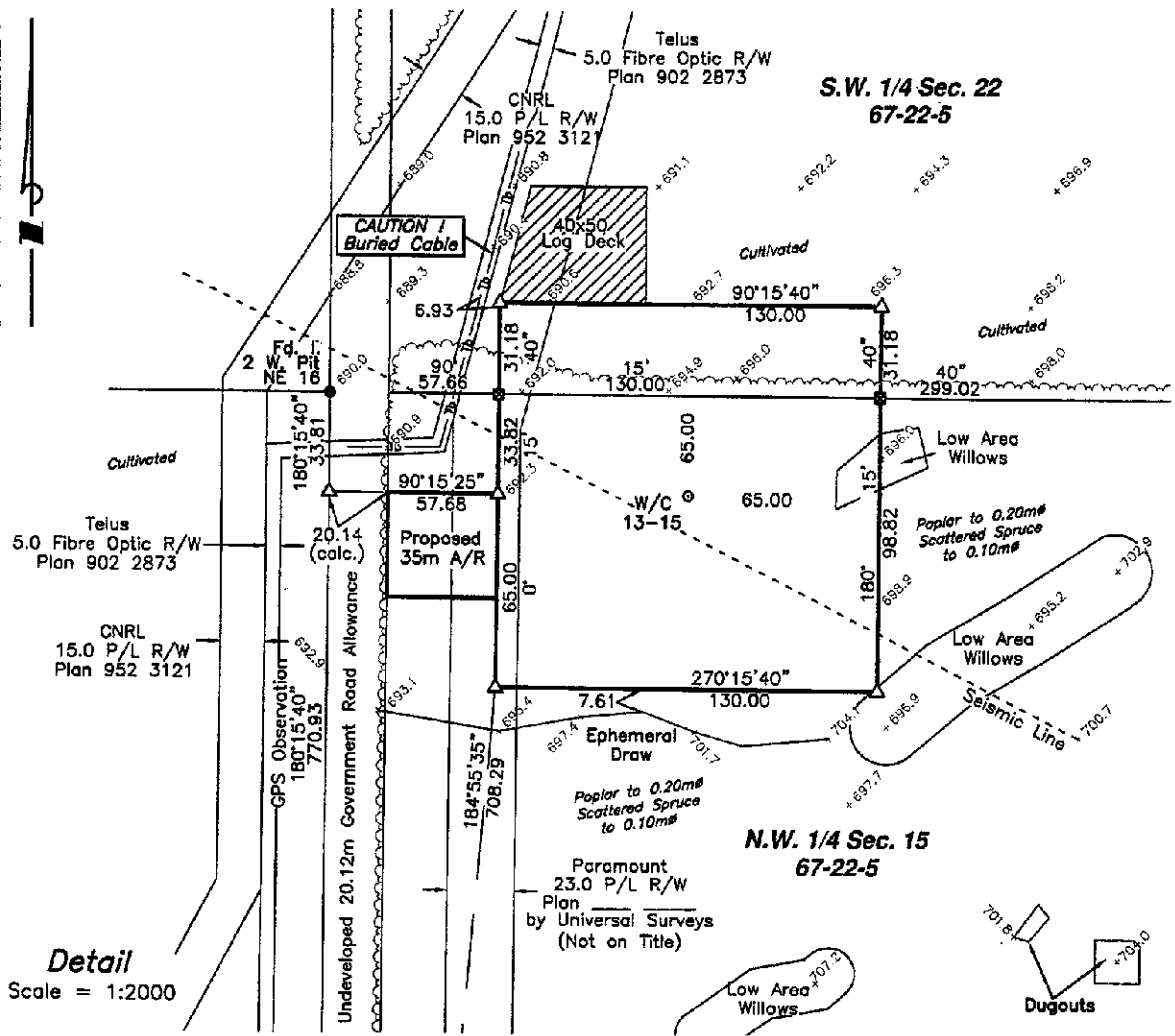
Survey monuments found shown thus: \bullet
Iron spikes placed shown thus: \triangle
Well centre shown thus: \circ
Calculated point shown thus: \square
Ground Elevations shown thus: \times 799.1
Portions referred to shown thus: \square
Distances are in metres and decimals.
This plan shows ground level measured distances in meters. To compute grid distances multiply ground-level distances by Combined Factor.
Combined Factor = 0.99949843

Grid Bearings are derived from G.P.S. observations and are referred to the Central Meridian of UTM Zone 11. (117th Meridian of West Longitude.) To convert plan bearings to local bearings referred to the Meridian through surface Loc. 13-15-67-22, subtract 0°13'34"



McElhanney
Land Surveys (Alta.) Ltd.
9928 - 111th Avenue
Grande Prairie, Alberta, T8V 4G3
Tel.: (780) 532-0633 Fax: (780) 532-0634

JOB No. : J51105310
DWG. No. : G05310WS1 AH



Detail
Scale = 1:2000

- The proposed well meets the land reclamation guidelines. (Freehold white zone only, as per EUB Guide #56.) YES NO
- The proposed well does not require the approval of the Historical Act Clearance.
- The proposed well is at least 100 m. from any surface improvements.(Fibre Optic R/W)
- The proposed well is at least 40 m. from any surveyed road.
- The proposed well is outside any potential Coal Development Area.
- The proposed well is at least 1.5 km from the corporate limits of any city, town or village.
- The proposed well is at least 5.0 km from any lighted aerodrome.
- The proposed well is at least 1.6 km from any unlighted aerodroms.

I, Jerry Quinlan, Alberta Land Surveyor, of the City of Grande Prairie, Alberta, certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with the Alberta Land Surveyor's Association Manual of Standard Practice, and was completed on the 27th. day of April, 2006.

Jerry Quinlan
Alberta Land Surveyor

Allen C. Haines
Witness



ELEVATIONS:
GROUND AT WELL LOCATION: 695.86
NW. Corner: 690.24 NE. Corner: 696.41
SW. Corner: 694.93 SE. Corner: 698.43
DATUM: ASCM 444414
Elev. : 658.576

CO-ORDS:
SURFACE LOCATION:
33.83 S. of N. Boundary } 15-67-22-5
102.56 E. of W. Boundary }

GEODETIC: Latitude: 54.806496° } NAD 27
Longitude: 117.277861° }
Latitude: 54.806508° }
Longitude: 117.279109° }
Latitude: 54° 48' 23.43" } NAD 83
Longitude: 117° 16' 44.79" }

UTM: Northing: 6073078.75 } NAD 27
Easting: 482139.57 }
Northing: 6073295.92 } NAD 83
Easting: 482060.01 }

AREAS: Well Site = 1.685ha 4.16 Ac.
Access Road = 0.131ha 0.32 Ac.
Total = 1.816ha 4.48 Ac.

McElhanney Job No. : 351105310 Revision : 0 Page : 2 of 3

PARA ET AL LSMOKY 13-15-67-22

OPERATOR :



Paramount
resources ltd.

WELL COORDINATE DATA:

PROPOSED (Surface)	SURVEYED (Surface)
S. 140.00 } NW Sec. 15	S. 33.83 } NW Sec. 15
E. 160.00 }	E. 102.56 }

REASON: Draw

APPROVAL: Field Consultant

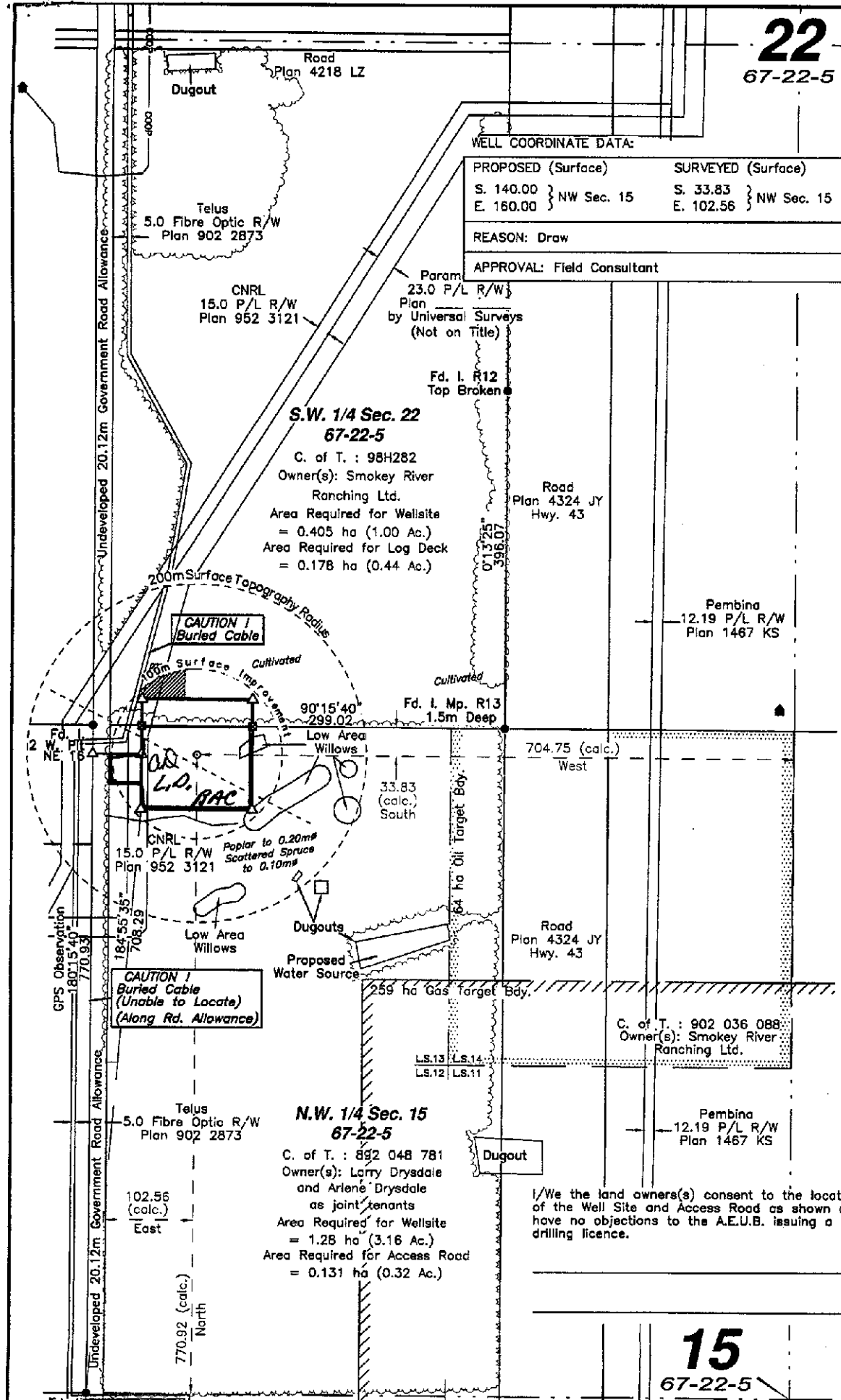
S.W. 1/4 Sec. 22
67-22-5

C. of T. : 98H282
 Owner(s): Smokey River
 Ranching Ltd.
 Area Required for Well site
 = 0.405 ha (1.00 Ac.)
 Area Required for Log Deck
 = 0.178 ha (0.44 Ac.)

N.W. 1/4 Sec. 15
67-22-5

C. of T. : 892 048 781
 Owner(s): Larry Drysdale
 and Arlene Drysdale
 as joint tenants
 Area Required for Well site
 = 1.28 ha (3.16 Ac.)
 Area Required for Access Road
 = 0.131 ha (0.32 Ac.)

I/We the land owners(s) consent to the location of the Well Site and Access Road as shown and have no objections to the A.E.U.B. issuing a drilling licence.



Fd. I.
2 W. Pit
E. 1/4 16

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION

TAKE NOTICE that We, Paramount Resources Ltd.

of the City of Calgary in the Province of Alberta,

claim an interest by virtue of an Alberta Surface Lease Agreement, (a copy of which is attached hereto) for a wellsite and access road, covering 3.48 acres, dated the 27th day of May A.D. 2006 between Larry Drysdale and Arlene Drysdale as the Lessor(s) and the caveator as Lessee.

in the land described as follows:

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION FIFTEEN (15)
TOWNSHIP SIXTY SEVEN (67)
RANGE TWENTY TWO (22)
WEST OF THE FIFTH MERIDIAN, LYING WEST OF ROAD PLAN 4324JY,
CONTAINING 37.6 HECTARES, (93) ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

being lands described in Certificate of Title Number 892 048 781

standing in the register in the name of Larry Drysdale and Arlene Drysdale

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

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

Paramount Resources Ltd.
4700 Bankers Hall West
888 - 3rd Street S.W.
Calgary, AB T2P 5C5

In witness whereof I have hereunto subscribed my name this 29th day of May, 2006.



Roy Northern Land Service Ltd.
As Agent of the Caveator

CANADA)
PROVINCE OF ALBERTA) I, Ken Woronuk
To Wit:) of the Town of Fairview
in the Province of Alberta

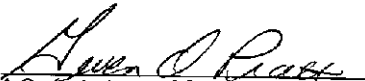
MAKE OATH AND SAY AS FOLLOWS:

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

Sworn before me at the)
Town of Fairview)
in the Province of Alberta,)
this 29th of May A.D. 2006.)



Ken Woronuk



A Commissioner of Oaths in and
for the Province of Alberta

Gwen O. Pratt
Expires Sept. 22, 2007



062258309

062258309 REGISTERED 2006 06 17

CAVE - CAVEAT

DOC 1 OF 1 DR#: 3322433 ADR/SBUDNEY

LINC/S: 0010231611



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 540 959 5;22;67;15;NW 072 418 330 +13

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 22 TOWNSHIP 67
SECTION 15
ALL THAT PORTION OF THE NORTH WEST QUARTER
LYING EAST AND SOUTH OF ROAD PLAN 0726430;
CONTAINING 14.974 HECTARES (37.00 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF GREENVIEW NO. 16

REFERENCE NUMBER: 902 036 088

 REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

072 418 330 13/07/2007 ROAD PLAN

OWNERS

SMOKY RIVER RANCHING LTD.
OF 10110-91 ST
GRANDE PRAIRIE
ALBERTA T8X 1G8

(DATA UPDATED BY: CHANGE OF ADDRESS 132128460)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

5190LH 24/02/1959 PUBLIC UTILITIES BOARD ORDER
 IN FAVOUR OF - PEMBINA PIPELINE CORPORATION.
 3800, 525-8 AVENUE SW
 CALGARY
 ALBERTA T2P1G1
 AFFECTED PLAN: 1467KS

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

"ORDER #23357"

(DATA UPDATED BY: CHANGE OF NAME 992287299)

(DATA UPDATED BY: CHANGE OF ADDRESS 122193562)

052 161 765 28/04/2005 CAVEAT
RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
10035-105 STREET
EDMONTON
ALBERTA T5J2V6
AGENT - TRACY DAVIDSON

132 422 294 31/12/2013 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - ATCO ELECTRIC LTD.
ATT:LAND & PROPERTIES
10035-105 STREET,EDMONTON
ALBERTA T5J2V6

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF JULY,
2023 AT 08:17 A.M.

ORDER NUMBER: 47817516

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:

5190LH

ORDER NUMBER: 47819886

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.

5190 C.H.

abs-
per 7/17
(H/)

Reg's Fee	✓			
Ex. Ref.				
Ass'ce Fee	✓			
Abs.	✓			
C.C.	✓			
G.R.	✓			

I certify that the within instrument is duly executed and registered in the Land Titles Office of the North Alberta Land Registrar of ... 2.55' of 0.000

FOR AN ... 5190

AD 1939 ... 159

BOOK ...

REGISTER

M.A.L.B.A.

FEB 24 59 20 31 1 A (C) 6.00

Call abs also
per 7/17
same structure

FEB 5 10 20 PM 1939

REGISTERED

REGISTERED

said parcel of land, and also FULL RIGHT AND LIBERTY to lay under the said parcel of land a pipe line for the purpose of conveying oil therein, and to take up, relay, maintain and repair such pipe line.

(3) The amount of money payable for the taking and appropriation by the Operator of the interest in the land as herein described is the sum of THREE HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY CENTS (\$381.50), made up as follows:

To The Minister of Lands and Forests for compensation for right-of-way - - -	\$181.50
To J. L. P. Benoit for incidental damages - - - - -	<u>200.00</u>
Total - - -	<u>\$381.50</u>

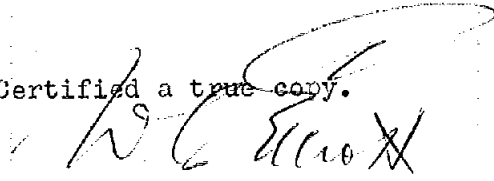
of which the said sum of \$200.00 has been paid direct.

THE BOARD OF PUBLIC UTILITY COMMISSIONERS,

(SIGNED) W. J. MAJOR

MEMBER

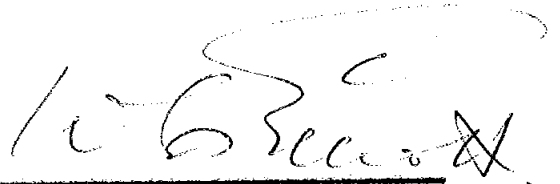
Certified a true copy.



Secretary

The Board of Public Utility Commissioners does hereby certify that the compensation as determined by Order No. 23357 annexed in the sum of ONE HUNDRED AND EIGHTY-ONE DOLLARS AND FIFTY CENTS (\$181.50) has been paid to the Department of Lands and Forests.

DATED this 2nd day of February, 1959.

A handwritten signature in cursive script, appearing to read "W. B. Brown", is written over a horizontal line. The signature is written in dark ink and includes a small mark at the end that resembles a stylized "A" or a checkmark.

Secretary



MONDAY, - THE EIGHTH DAY OF DECEMBER, A. D. 1958

Before:

The Board of Public Utility Commissioners for the Province of Alberta : IN THE MATTER OF An application under Part VI of The Pipe Line Act, 1958, for the acquisition of an interest in land required for the purposes of a pipe line.

BETWEEN:

PEACE RIVER OIL PIPE LINE CO. LTD.

Applicant

- and -

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA AS REPRESENTED BY THE MINISTER OF LANDS AND FORESTS, and J. L. P. BENOIT

Respondents

Upon the application of Peace River Oil Pipe Line Co. Ltd. (hereinafter called "the Operator") for a determination under The Pipe Line Act, 1958, of the matters hereinafter referred to:

Upon reading the said application and the material filed in support thereof:

IT IS ORDERED AND DECLARED that:

(1) The land which is required by the Operator as being necessary for the efficient and economical operation of its rights is an area of two and forty-two hundredths (2.42) acres, described as follows:

A strip of land forty (40) feet in width throughout situate in the North West Quarter of Section Fifteen (15), Township Sixty-seven (67), Range Twenty-two (22), West of the Fifth Meridian, in the Province of Alberta, as the same is delineated and shown coloured on right-of-way plan filed in the Land Titles Office for the North Alberta Land Registration District as No. 1467 K.S.
RESERVING THEREOUT all mines and minerals.

(2) The nature of the interest therein, which is hereby vested in the Operator is FULL AND FREE LIBERTY with or without horses, carts, carriages, vehicles or machinery of whatever description for all purposes connected with the use and enjoyment of the said premises, to enter upon, pass and repass along the

RECEIVED
MAIL ROOM

FEB 5 10 00 PM 1959

RECEIVED
DEPT. OF LABOR

TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible text follows, including what appears to be a header section with fields for TO, FROM, and SUBJECT, and several lines of body text that are mostly illegible due to fading and low contrast.]



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 540 974 5;22;67;15;SW 072 418 330 +15

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 22 TOWNSHIP 67
SECTION 15
QUARTER SOUTH WEST
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:

Table with 4 columns: Item, Description, HECTARES, (ACRES) MORE OR LESS. Rows include PLAN 4324JY - ROAD, PLAN 8222021 - ROAD, PLAN 0726430 - ROAD.

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

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF GREENVIEW NO. 16

REFERENCE NUMBER: 97H282

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S), DOCUMENT TYPE, VALUE, CONSIDERATION. Row: 072 418 330, 13/07/2007, ROAD PLAN.

OWNERS

SMOKY RIVER RANCHING LTD.
OF 10110-91 ST
GRANDE PRAIRIE
ALBERTA T8X 1G8

(DATA UPDATED BY: CHANGE OF ADDRESS 132128460)

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row: 4791KQ, 30/05/1957, UTILITY RIGHT OF WAY GRANTEE - PEMBINA PIPELINE CORPORATION.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 418 330 +15

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		3800, 525-8 AVENUE SW CALGARY ALBERTA T2P1G1 AS TO PORTION OR PLAN:1467KS (DATA UPDATED BY: CHANGE OF NAME 992287561) (DATA UPDATED BY: CHANGE OF ADDRESS 122198967)
912 278 023	09/10/1991	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN:9022873 TAKES PRIORITY DATE OF CAVEAT NO. 902153592 29-05-90
012 181 354	20/06/2001	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. ATTENTION: LAND & PROPERTIES, 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - LORI LOVER-FORSYTH
052 161 765	28/04/2005	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - TRACY DAVIDSON
132 422 294	31/12/2013	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - ATCO ELECTRIC LTD. ATT:LAND & PROPERTIES 10035-105 STREET,EDMONTON ALBERTA T5J2V6
192 086 094	15/04/2019	UTILITY RIGHT OF WAY GRANTEE - PEMBINA PIPELINE CORPORATION.
192 238 659	02/10/2019	MORTGAGE MORTGAGEE - FARM CREDIT CANADA. 2ND FLOOR, 12040-149 STREET NW EDMONTON ALBERTA T5V1P2 ORIGINAL PRINCIPAL AMOUNT: \$730,000

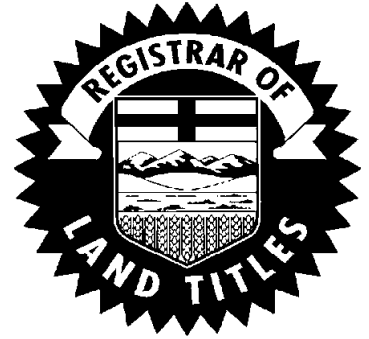
TOTAL INSTRUMENTS: 007

(CONTINUED)

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

TEMPORARY LAND USE AGREEMENT

M.D. OF GREENVIEW, being the registered owner,
and

LARRY DRYSDALE, being the OCCUPANT UNDER AGREEMENT WITH THE M. D. OF GREENVIEW

LEGAL DESCRIPTION: Undeveloped Road Allowance between the W 1/4 15 and E 1/4 16-67-22W5M
("Referenced Lands")

In consideration of the sum of:

One Dollars (\$ 1,000), receipt of which is hereby acknowledged by the M.D OF GREENVIEW, grants **PARAMOUNT RESOURCES LTD.** ("PARAMOUNT"), its employees, agents, contractors or subcontractors, the nonexclusive right to enter upon, occupy and use that portion of the Referenced Lands as outlined in red on the attached survey plan, such lands currently designated as M. D. OF GREENVIEW UNDEVELOPED ROAD ALLOWANCE, as temporary access for the purpose of:

Access Route for construction, drilling, testing, completing, abandoning of well known as:
PARA ET AL LSMOKY 13-15-67-22W5M

In addition to the consideration and compensation hereinbefore mentioned, PARAMOUNT shall pay the annual rent to the current OCCUPANT UNDER AGREEMENT WITH THE M.D. OF GREENVIEW in the amount of:

FIVE HUNDRED Dollars (\$ 500.00).

OCCUPANT: LARRY DRYSDALE
Address: Box 17 LITTLE SMOKY AB TON 320

such rent being payable annually in advance on the 27 day of MAY, in each year or portion thereof that the rights hereby granted are exercised, the first of which payments to be made on or before the 1 day of July, 2006.

The terms and conditions of this agreement are as follow:

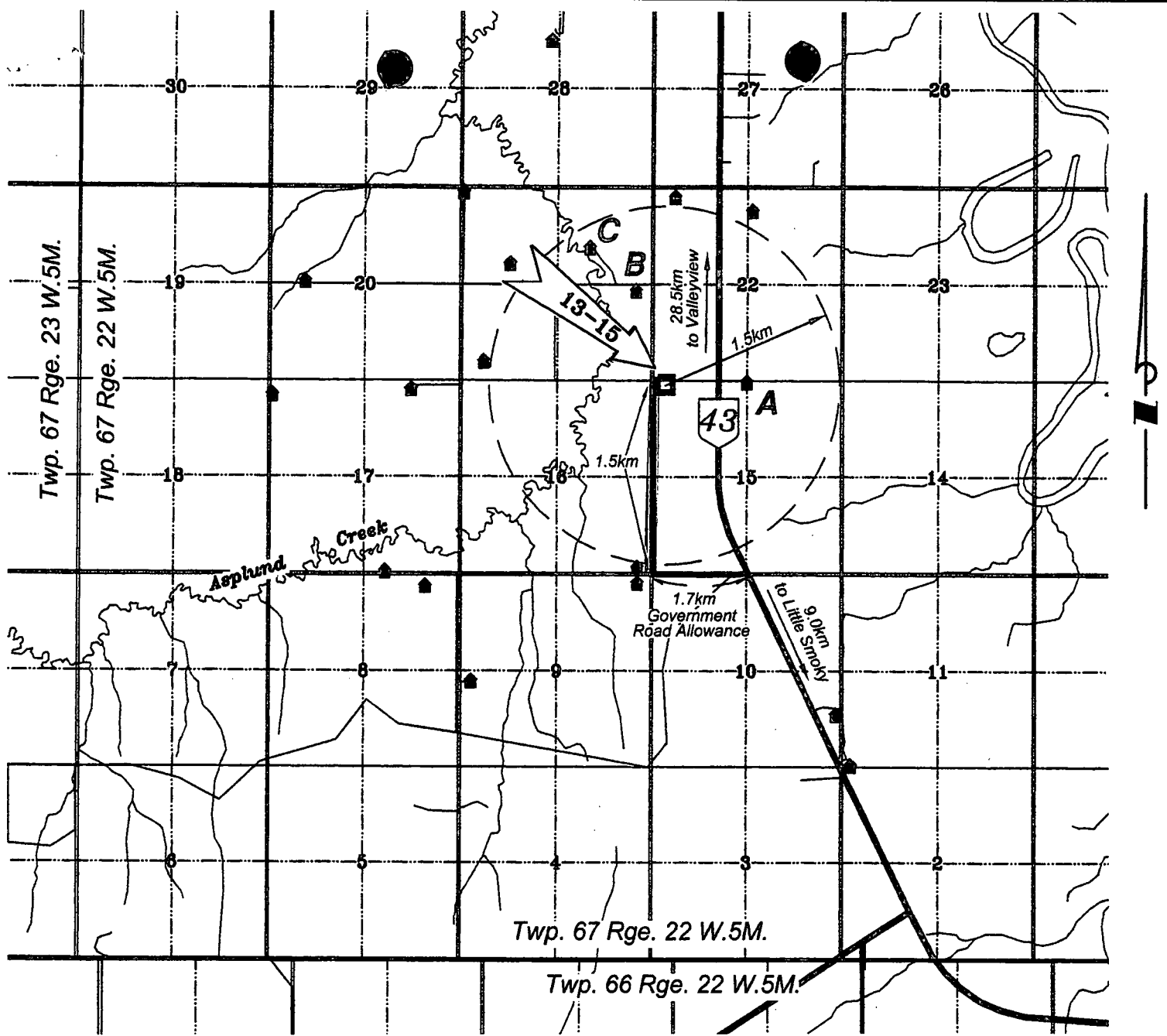
- PARAMOUNT shall have use of the Referenced Lands for temporary use only and PARAMOUNT will assume sole responsibility for all surface disturbance on the Referenced Lands resulting from the referenced operations and will undertake to reclaim any such damage of whatsoever nature, restoring the surface of the Referenced Lands to the same condition which existed prior to the operations of PARAMOUNT, as soon as reasonably possible upon completion of the proposed project. Execution of this Agreement will not encumber the right of the M. D. OF GREENVIEW to compensation for damages that may occur having been caused by PARAMOUNT within or outside the area covered by this Agreement.
- This Agreement shall be valid for a period of two years from the date hereof unless renewed for a successive year as set out in Clause 3, or unless terminated by mutual agreement of the parties.
- In the event that PARAMOUNT fails to restore the Referenced Lands by the termination date set in Clause 2, then a further monetary amount equivalent to the consideration set out above shall be due and payable to the M. D. OF GREENVIEW. Upon payment of this further consideration by PARAMOUNT to the M. D. OF GREENVIEW this Agreement shall automatically be renewed for a successive one year period.
- In the event that the current Undeveloped Road Allowance is developed by the M. D. OF GREENVIEW, its contractors, agents, or assigns, this Temporary Land Use Agreement will become null and void and automatically terminate.
- (a) PARAMOUNT shall use the Referenced Lands entirely at its own risk and shall be liable for any loss, damage or expense suffered by the M. D. OF GREENVIEW as a direct result of the use of the Referenced Lands by PARAMOUNT, its employees, agents, contractors or subcontractors, unless such loss, damage or expense is a direct result of the negligence or misconduct of the M. D. OF GREENVIEW, its employees, agents, servants, contractors or subcontractors.
(b) PARAMOUNT shall indemnify the M. D. OF GREENVIEW against all actions, proceedings, claims, demands and costs suffered by the M. D. OF GREENVIEW directly resulting from the use of the Referenced Lands by PARAMOUNT, its employees, agents, contractors or subcontractors, unless such action, proceeding, claim, demand or cost is a direct result of the negligence or misconduct of the M. D. OF GREENVIEW, its employees, agents, servants, contractors or subcontractors.
(c) Notwithstanding paragraphs 5(a) or 5(b), neither the M. D. OF GREENVIEW nor PARAMOUNT shall have any liability to the other for any consequential, indirect, exemplary or punitive damages howsoever arising nor as may be suffered by the other.

Witness [Signature]
 Witness [Signature]
 Witness Bruce A Clegg
 Bruce A. Clegg
 Witness _____

M. D. OF GREENVIEW
 Per: [Signature]
 Per: _____
 LARRY DRYSDALE
[Signature]

SURFACE	
ADMIN	
LAND	<u>EB</u>
MGR	

PARAMOUNT RESOURCES LTD.
[Signature]
 Charles E. Morin, L.L.B.
 General Counsel and Corporate Secretary
 Manager, Land.



RESIDENCES AND ACCESS SKETCH
SCALE 1 : 50 000

PERMANENT RESIDENCES SHOWN THUS : ▲
SEASONAL RESIDENCES SHOWN THUS : △
 (Approximate Location Only – Ground truth to 1.6km)

Distances from Well Centre to Residences

A	±695m
B	±809m
C	±1313m

<i>Distances From Well Center to the Nearest...</i>	<i>Dist in kilometers</i>
Surface Development (SW 22 67-22-W5)	± 0.7km
Permanent Residence (SW 22 67-22-W5)	± 0.7km
Urban Center (Little Smoky)	± 9.8km

2.	DATE	REVISION	DRN CKD

PARAMOUNT RESOURCES LTD.

LEGEND
 Survey monuments found shown thus: ●
 on spikes placed shown thus: ▲
 new well centre shown thus: ○
 calculated point shown thus: □
 Ground Elevations shown thus: X^{199.1}

PARA ET AL LSMOKY 13-15-67-22
WELL SITE and ACCESS ROAD
L.S. 13 Sec. 15 Twp. 67 Rge. 22 W.5 M.

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FIVE HUNDRED Dollars (\$ 500.00),

OCCUPANT: LARRY DRYSDALE

Address: Box 17 LITTLE SMOKY AB T0H 3Z0

such rent being payable annually in advance on the 27 day of MAY, in each year or portion thereof that the rights hereby granted are exercised, the first of which payments to be made on or before the 1 day of July, 2006.

The terms and conditions of this agreement are as follow:

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M. D. OF GREENVIEW

Witness

Per: _____

Witness

Per: _____

Bruce A Clegg
Witness
Bruce A. Clegg

LARRY DRYSDALE
Larry Drysdale

Witness

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Witness [Signature]
Witness [Signature]

M. D. OF GREENVIEW
Per: [Signature]
Per: _____

Witness [Signature]
Bruce A. Clegg
Witness _____

LARRY DRYSDALE
[Signature]

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OCCUPANT: LARRY DRYSDALE

Address: BOX 17 LITTLE SMOKY A.B TON 320

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M. D. OF GREENVIEW

Per: _____

Witness

Per: _____

Witness

LARRY DRYSDALE

Larry Drysdale

Bruce A Clegg
Witness

Bruce A. Clegg

Witness

PARAMOUNT RESOURCES LTD.
