STATUS OF TITLE

Title Number 3215622/2
Title Status Accepted
Client File KENNY



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

AMANDA KATHLEEN KENNY
AS EXECUTOR UNDER THE LAST WILL OF SUSAN LOUISE THOMSON

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND,

THE SE 1/4 OF SECTION 12-11-26 WPM

EXC FIRSTLY: ALL GRAVEL, SHALE, SAND AND OTHER MATERIAL OF A LIKE

NATURE AS SET FORTH IN TRANSFER 70466

AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GAS, PETROLEUM AND RELATED HYDROCARBONS, GYPSUM AND VALUABLE STONE AS SET FORTH IN

TRANSFER R109384

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: Caveat
Registration Number: R55340/2
Instrument Status: Accepted

Registration Date: 1966-12-12

From/By: CHEVRON STANDARD LTD

To:

Amount:

Notes: No notes

Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

Registration Number Instrument Type Status

83-7384/2 Assignment Of Caveat Accepted

1151274/2 Assignment Of Caveat Accepted

1436904/2 Assignment Of Caveat Accepted

Instrument Type: Caveat
Registration Number: R60128/2
Instrument Status: Accepted

Registration Date: 1967-07-13

From/By: CHEVRON STANDARD LTD.

To:

Amount:

Notes: No notes

Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u> <u>Instrument Type</u> <u>Status</u>

84-397/2 Assignment Of Caveat Accepted
1151274/2 Assignment Of Caveat Accepted

1338317/2 Assignment Of Caveat Accepted

Instrument Type: Assignment Of Caveat

Registration Number: 83-7384/2
Instrument Status: Accepted

Registration Date: 1983-08-22

From/By:

To: CHEVRON CANADA RESOURCES LTD

Amount:

Notes: No notes

Description: No description

Instrument Type: Assignment Of Caveat

Registration Number: 84-397/2
Instrument Status: Accepted

Registration Date: 1984-01-13

From/By:

To: CHEVRON CANADA RESOURCES LTD.

Amount:

Notes: No notes

Description: No description

Instrument Type: Caveat
Registration Number: 1124169/2
Instrument Status: Accepted

Registration Date: 2002-12-24

From/By: MTS COMMUNICATIONS INC.
To: WILLIAM F JOHNSTONE AS AGENT

Amount:

Notes: SLY 20M

Description: RIGHT OF WAY AGRT DATED 27 SEP 1990

Instrument Type: Assignment Of Caveat

Registration Number: 1151274/2
Instrument Status: Accepted

Registration Date: 2004-09-10

From/By: CHEVRON CANADA LIMITED
To: ENERPLUS ECT RESOURCES LTD.

Amount:

Notes: No notes

Description: No description

Instrument Type: Assignment Of Caveat

Registration Number: 1338317/2
Instrument Status: Accepted

Registration Date: 2013-05-28

From/By: ENERPLUS CORPORATION To: COREX RESOURCES LTD.

Amount:

Notes: No notes

Description: No description

Instrument Type: Caveat
Registration Number: 1363213/2
Instrument Status: Accepted

Registration Date: 2014-07-16

From/By: COREX RESOURCES LTD.

To: ALLYCE CORMACK AS AGENT

Amount:

Notes: No notes

Description: LEASE EXP. 2035/06/16

Instrument Type: Caveat
Registration Number: 1409828/2
Instrument Status: Accepted

Registration Date: 2017-01-04

From/By: COREX RESOURCES LTD.

To: PRAIRIE LAND & INVESTMENT SERVICES LTD. AS AGENT

Amount:

Notes: No notes

Description: SURFACE LEASE - EXPIRY: 2058-11-17

Instrument Type: Assignment Of Caveat

Registration Number: 1436904/2
Instrument Status: Accepted

Registration Date: 2018-09-28

From/By: Enerplus Corporation
To: Corex Resources LTD.

Amount:

Notes: No notes

Description: No description

3. ADDRESSES FOR SERVICE

AMANDA KATHLEEN KENNY, Executor 11125 60th Ave

Grande Prairie AB

T8W 0H6

4. TITLE NOTES

No title notes

LAND TITLES DISTRICT 5.

Brandon

DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2693520/2 ΑII

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transmission Of Land**

Registration Number: 1492062/2

Registration Date: 2022-10-26

From/By: Estate of Susan Lousie Thompson To: Amanda Kathleen Kenny as Executor

Amount:

10. LAND INDEX

SE 12-11-26W

EX M&M/GYPSUM/V.STONE/GRAV/SHALE/SAND/ETC

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3215622/2

| - 1 | |
|-----|------|
| To | Wit: |

3, DAVID PROCTOR,

of the

City

Winnipeg,

in the Province of Manitoba, Barrister-at-Law,

make oath and say as follows:

duly authorized attorney of the 1. I am the/within-named caveator, Chevron Standard limited.

Chevron Standard Limited has 2. I believe that Khave 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.

3. The allegations in the within caveat are true in substance and in fact, as I verily believe.

Sworn before me at the City

Winnipeg,

in the Province of Manitoba,

this 9th day of December 19 66

A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires 22011 16 1968

| 19 56 | E G | |
|--------------------|-----------------------------------------------------------------------------------------------|--|
| Dated December 9th | CHAVRON STANDARBELIMITED OEC 12 1866LIMITED 7/4 A. MAN. PETER FREESEN HARDER MICHO-FILMED | |
| | DIFFLUSO, E. | |

FORBIDDING REGISTRATION UNDER R.P.A.

PITBLADO, HOSKIN & COMPANY BARRISTERS AND SOLICITORS WINNIPEG 1

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The address of the registered owner is P.O. Box 124, Rush Lake. Saskatchewan

The Real Property Act

To the District Registrar for the Land Titles District of BRANDON.

Take Rotice that

CHEVRON STANDARD LIMITED

claimS an equitable estate or interest in an estate in fee simple in possession in the undermentioned

land by virtue of a written petroleum and natural gas lease and agreement dated the 4th day of November, 1966, made by Peter Friesen Harder, of Rush Lake, and formerly of the Post Office of Cruickshank, in the Province of Saskatchewan, as Lessor to Chevron Standard Limited, as Lessee, said estate or interest being particularly described and set forth in the said petroleum and natural gas lease and agreement; a duplicate original of which is attached hereto and made a part hereof.

The said land being described as follows:

The South East Quarter of Section Twelve (12) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in Manitoba, Excepting thereout all gravel, shale, sand and other material of a like nature as reserved in Transfer No. 70466.

standing in the Register in the name of Peter Friesen Harder, of Cruickshank, in Saskatchewan, Farmer,

and 1t forbid 3 the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to 1ts claim.

It appoints the office of Pitblado, Hoskin & Company, 900 Royal Bank Bullding, 220 Portage Avenue, Winnipeg, Manitoba,

as the place at which notices and proceedings relating hereto

may be served.

Dated this

9th.

day of

December

19 66.

signed in the presence of

Eleanor Becker.

CHEVRON STANDARD LIMITED

PER: Ins Duly authorized attorney.

The lessee is hereby given the right and power, by notice in writing to the Lesser, at any time and from time to time during the term of this lease and agreement or any renewal or extension thereof, and either before or after the discovery of any of the leased substances, to pool or combine the said lands or any portion thereof or any zone or formation underlying the said lands or any portion thereof, with any other lands or with any zones or formations underlying any other lands; PROVIDED THAT the lands so poded shall not exceed in area one spacing unit as hersinafter defined. Drilling operations on, or production of the leased substances or any of them from said spacing unit, or the presence of the capped gas well on ar land included in any such spacing unit of which the said lands form a part whother such capped gas well was drilled before or after service of notice to pool as hereinbefore provided, shall be effective to continue this bease and agreement in full force and affect as if such drilling operations had been carried on or production of leased substances had been taken from or such capped gas well was situate on the said lands, In lieu of royalty elsewhere herein specified the Lessor shall be entitled to receive on production from the pooled acreage only such portion of the royalty stipulated herein as the area of that portion of the said lands so pooled beers to the total acreage so pooled. "Spacing unit" for the purpose of this Agreement shall mean the area allecated to a well for the purposes of drilling or production by the Oil and Natural Gas Conservation Board for the Province of Manitoba. MANITOBA

Memorandum of Lease

OF RUSH LAKE, AND FORMERLY

I, Peter Friegon Harder /...... of the Post Office of

Cruickshank

DOC. NO. 25,242

the Province of mentions Saukatchewan..... ..., (hereinafter called the "Lessor"), being (or entitled to be) registered as owner, subject, however, to such encumbrances, liens and interests as ore notified by memorandum underwritten (or endorsed hereon) of all the petroleum and notural gas, natural gasoline and related hydrocarbons other than coal situate in, upon or under the following lands: In the Province of Manitoba and being composed of

The South East Quarter of Section Twelve (12) in Township Eleven (11) and Renge Twenty Six (26) West of the Principal Meridian, in the Province of Manitoba

Thereinofter referred to as the "said lands"), do hereby, in consideration of the mutual covenants of the parties hereto, lease and grant to NONE CALLEGEN HAY THAN STANDARD COMPANY, a body corporate, carrying on business in the Province of Manitoba, thereinofter called the "Lessee"): CHEVRON STANDARD LIMITED

All of the petroleum and natural gas, natural gasoline and related hydrocarbons other than coal (collectively hereinster referred to as "the leased substances"), which may be found within, upon or under the said lands, for the purpose of chaking geological and/or geophysical surveys, prospecting for, exploring, drilling and operating for, producing, removing and selling the leased substances or any of them; to be held by it the said Think T

The Lessor being the owner of the said lands, including the leased substances, hereby grants to the Lessee the right of all times during the currency of this lease or any extension thereof, to use so much of the said lands as the Lessee may reasonably require for the purposes of exploration, making geological and/or geophysical surveys, drilling wells thereon, storing, treating, pumping, processing, manufacturing, removing or transporting the leased substances of a similar nature produced from other lands, and in particular, without restricting the generality of the foregoing, the Lessee may build tanks, derricks, erections, buildings, stations or structures, lightly water wells, construct, inclination and use pipe lines, roads and rights-of-way upon the said lands and de everything necessary or convenient for any of the above purposes. The Lessee shall also have free user of all times of all roadways and lanes upon the said lands and all water thereon or thereunder, except the Lessee wells or ponds.

The Lessee shall pay to the Lessor as rental-for the use of such lands and for full and appealing any to the Lessor as rental-for the use of such lands and for full and appealing any to the Lessor as rental-for the use of such lands and for full and appealing any to the Lessor as rental-for the use of such lands and for full and appealing any to the Lessor as rental-for the use of such lands and for full and appealing any to the lessor as rental-for the use of such lands and for full and appealing any to the lessor as rental-for the use of such lands and for full and appealing any to the lessor as rental-for the use of such lands and all water thereon or the said lands and all water thereon or thereon are not appeared to the lands and all water thereon or the lessor as rental-for the use of such lands and all water thereon are not appeared to the lands and all water thereon are not appeared to the lands and all water thereon are not appeared to the lands and all water thereon are not appeared to the lands and all

lands and all water thereon or thereunder, except the Lessar's wells or ponds.

The Lessee shall pay to the Lessor as reptal for the use of such lands and for full and complete compensation for all damage occasioned thereto, or to any erop grown thereon, or to any improvements by the Lessor thereon the annual rental of Seventy Five 1997 (\$ 75.00). Dollars per acre for such of the said lands so used by the Lessee during such year or part thereof, payable on the next ensuing annual date of this lease and annually thereafter; provided that no such payment shall be made in any year in which the royalty herein provided for 19 payable if the amount of such payment.

As a part of the within lease it is hereby mutually covenanted, declared and agreed by and between the parties hereto as follows:

1. The Lessee shall within one (1) year of the date hereal commence actual drilling operations for the leased-substances upon the said lands and shall thereafter, until the leased substances are found upon the said lands in commercial-quantities, carry on such work in such menner, with such equipment and at such time or times as it may from time to lime determine without a lapse of more than four (4) months between the completion of one well and the commencement of another well. Provided further that the Lessee may delay or postpone the commencement of drilling of any well (under the provisions of

2. Within four (4) months of the obtaining of production of any of the leased substances in commercial quantities on the said lands, the Lessee shall spud in and commence actual drilling operations for a further well on the said lands and thereafter a well shall be spudded in and commenced within four (4) months after the completion of the immediately preceding well until such time as there shall have been drilled on the said lands one well for each one hundred and sixty (160) acres of the said lands, provided that if natural gas alone (and not petroleum in commercial quantities) is produced and there is a commercially profitable market for the same then the Lessee need not drill mare than one well for each six hundred and forty (640) acres of the said lands.

3. The Lessee covenants and agrees that it shall on or before the twentieth day of each and every month pay to the Lessor the royalty hereinofter provided in cash with respect to any of the leased substances produced, saved and marketed during the month next preceding. The Lessee shall with each payment deliver to the Lessor a statement showing all of the leased substances produced, saved and marketed during the preceding month and the Lessor may at all reasonable times examine the records of the Lessee with respect to the leased substances produced, saved and marketed for the purpose of verifying the correctness of the said statement.

The Lessee covenants and agrees that it shall pay to the Lessor as royalty:

(1) Twelve and one-half (12½%) percent of the posted field price at the well on the day it is marketed of all petroleum extracted, saved and marketed from the said lands. In the event the petroleum extracted and saved from the said lands shall be treated by the Lessee in order to make it merchantable as crude oil, twelve and one-half (12½%) percent of the expense of such treatment shall be borne by the Lessor. Provided that should there be no posted field price and should the petroleum be purchased by the Lessee, then the said royalty shall be twelve and one-half (12½%) percent of the amount at which such petroleum could be sold to other purchasers at the wellhead.

(2) Twelve and one-half (12½%) percent of the net proceeds received from the sale of any natural gas produced and saved and sold from the sold lands. The term "net proceeds" as herein used is defined as proceeds received by the Lessee from the sale of such natural gas less any expense incurred by the Lessee in boosting, treating and transporting such gas in connection with the marketing thereof.

such gas in connection with the marketing thereof.

(3) The Lessee at its election may extract or cause to be extracted by any of its subsidiaries or affiliated companies gasoline or other hydrocarbons from natural gas produced from the said lands, in which event the Lessee shall pay to the Lessor the market value at the plant of twelve and one-half (12½%) per cent of twenty-seven and one-half (27½%) percent of such gasoline or other hydrocarbons so extracted and sold, or the Lessee may contract with others for the extraction of gasoline or other hydrocarbons from the said natural gas, upon the basis of a reserve royalty to itself, in which event the Lessor shall be entitled to receive as royalty the market value at the plant of twelve and one-half (12½%) percent of the net royalty so reserved and pold to the Lessee from natural gas extracted and saved and sold from the said lands.

ner royally so reserved and point to the Lessee from hattard gas extracted and saved and sold from the said lands.

5. The Lessee may transport or cause to be transported all or any part of the natural gas produced from the said lands to an extraction plant or plants located on other lands operated either by the Lessee or others for the purpose of extracting gasoline from such natural gas and the said natural gas may be mixed or commingled with natural gas produced from other lands. The natural gas so transported shall be metered and tested from time to time for its gasoline content and such meter readings and tests shall turnish the basis for the computation of the amounts of gasoline and dry gas to be credited to the leased substances after deductions have been made for natural gas used or consumed or lost in the operation of the amounts of gasoline and class. of such extraction plant or plants,

6. Should a well drilled either by the Lessee or by any other person or corporation within six hundred and sixty (660) feet of an exterior boundary of the said lands, produce petroleum in commercial quantities for a period of thirty (30) days, and if petroleum has not already been discovered on the legal subdivision adjoining the producing location, or if

the Lessee is not then engaged in drilling operations on the said legal subdivision, it shall within ninety (90) days after the completion of the said period of thirty (30) days, commence the drilling of a well for petroleum upon the off-setting legal subdivision; provided, however, that it may before the expiration of the said ninety (90) day period terminate this lease and grant in respect to any legal subdivision which may adjoin the legal subdivision upon which such producing well is located and may surrender such legal subdivision to the Lessor as herein provided. Provided further, that should the said period of ninety (90) days terminate within the months of December, January terminate of March, it shall have until May 1st next following to commence the drilling of such offset well.

7. The Lessee covenants and agrees that it shall at all times preserve and keep the leased substances and walls drilled upon the said lands clear of any encumbrances created by it whatsoever except concerning which there is a bona fide dispute and that it will not permit any machanic's or other lien or encumbrance to be registered against the said leased substances or any well drilled therefor and that it will indemnify keep and hold harmless the Lessor against any claims or demands of any person or persons in respect to any loss injury damage or obligations to compensate arising out of, or connected with the operations carried on by the Lessee upon the said lands.

8. The Lessee covenants and agrees that it shall and will at times and from time to time drill, operate and produce

- 8. The Lessee covenants and agrees that it shall and will at all times and from time to time drill, operate and produce all wells on the said lands and conduct all operations thereon in a proper and efficient manner and in accordance with established and recognized all-field-practice, and that it shall comply with and abide by all laws rules and regulations from time to time in force with respect to the carrying on af the said work of developing and producing the leased substances.
- 9. The Lessee shall not be required to account for or pay to the Lessor any royalty as aforesaid with respect to any petroleum, natural gas or other hydrocarbons produced by the Lessee from the said lands and used by the Lessee in carrying on its drilling and producing operations thereon.
- 10. Any and all buildings, erections, equipment, machinery, moterials or other improvements of any nature or kind whatsoever placed or erected at any time by it on the said lands shall be and remain the sale property of the Lessee, shall not be deemed to be fixtures or a part of the realty even though affixed thereto, and the Lessee shall have and is hereby expressly given the right at any time and from time to time during the term hereby created or any extension thereof, and within a reasonable time after the termination thereof to remove the same or any part thereof, including the right to pull and remove all casing.
- 11. The Lessee may at any time or from time to time surrender by legal subdivision any part or parts of the leased substances upon giving notice in writing of cancellation to the Lessor and thereupon all obligations of the Lessee herein contained with respect to the parts so cancelled shall forthwith cease and determine, save and except the payment of any rentals or royalties unpaid at the time of such cancellation, and the Lessee shall have a reasonable time after such cancellation to remove all equipment situate on the said lands including casing in wells, but in doing so shall comply strictly with governmental regulations respecting abandonment of wells. Provided, however, that the Lessee may maintain and use all rights-of-way, roadways and pipelines either constructed by it or previously used by it over such portions of the sold lands as are surrendered, free and clear of all payments and charges in respect thereto, so long as any part of the sold lands remain subject to the terms of this lease and grant.
- 12. Unless cancelled by the Lessee as herein provided, this lease and grant shall not be subject to cancellation, and the Lessor's remedy for any default hereunder shall be for damages only and no action for damages or for the recovery of any moneys payable hereunder shall be brought by the Lessor until the Lessor has first given notice in writing to the Lessee setting forth the particulars of the defaults claimed, and such action shall then lie only if the Lessee has failed to commence the remedying of such hatcult within a period of ninety (90) days from the giving of such notice. Provided, however, that no such action shall lie if the Lessee disputes such default and has taken steps to obtain a judicial decision as to whether or not it is in default, and in the event of such steps being taken such action shall then lie only if the Lessee has failed to commence the remedying of such default within a period of ninety (90) days after such judicial decision has been handed down or within ninety (90) days after the rendering of a decision of any Court of Appeal reviewing such decision, whichever is the later.
- 13. The Lesses shall have the right to abandon any well before completion thereof or at any time thereafter should it prove in the sole discretion of the Lessee unlikely that such well will prove productive of petroleum and/or natural gas or that it is unprofitable or uncommercial to continue producing such well. The Lessee shall have full and complete power and authority in its own discretion either itself or by agreement with other producers or owners of petroleum and/or natural gas in the vicinity of the said lands to evolve, enter into and carry into effect any arrangements or agreements or the conservation of petroleum and/or natural gas, proration of production thereof or unlitization or restrictions of development therefor or any other similar arrangements and may withhold production or withhold the leased substances from the market as conditions and/or the price of such leased substances may in the Lessee's sole discretion warrant, and in so far as the terms of this lease and grant are in conflict with, or inconsistent with, the terms of such agreement or agreement the provisions of such agreement or arrangement shall prevail.
- the provisions of such agreement or arrangement shall prevail.

 14. All taxes, rates and assessments assessed or levied against the said lands shall be pold by the registered owner thereof. All taxes, rates and assessments assessed or levied against any equipment owned or leased by the Lessee used in carrying on exploration or drilling for the leased substances, shall be pold by the Lessee. All taxes, rates and assessments or royalties assessed or levied against the leased substances, whether in place or as they are produced, and all taxes and assessments or royalties assessed or levied against either party hereto with respect thereto, and in particular all taxes or royalties assessed or levied against the leased substances or against any equipment used in the production, transportation, storage and marketing of the leased substances or the income derived therefrom, by any competent authority, Dominian, Provincial or Municipal, shall be paid eighty-seven and one-half (87½%) percent by the Lessee and twelve and one-half (12½%) percent by the Lessee.
- and twelve and one-half (12/2%) percent by the Lessor.

 15. If the Lessor makes default in any payment of any of the aforesald taxes, rates, assessments or royaltles payable by him or in payment of any mortgage, agreement for sale, ilen, charge or encumbrance or any claim against the sold lands or the leased substances, the Lessee may in its discretion pay the same but shall not be bound to do so, and in the event it elects to make such payment or payments the Lessee shall be subrogated to the position of any holder or holders thereof, and the amount or amounts so pold shall become a debt forthwith due and owing from the Lessor to the Lessee, and the Lessor covenants and agrees to poy the same to the Lessee on demand with interest at five (5%) per cent per annum, and the Lessee may reimburse itself by deducting the amount or amounts so pold with interest from any moneys payable from time to time by the Lessee to the Lessor hereunder.
- and the Lessee may reimburse itself by deducting the amount or amounts so pold with interest from any moneys payable from time to time by the Lessee to the Lessor hereunder.

 16. Notwithstanding anything herein contained, if at any time during the existence of this lease or any extension thereof it should transpire that any claim is made or could be made by any person or corporation, adverse to the title or other rights of the Lessor to the leased substances or, where this lease covers also surface rights, to such surface rights, then in any of such events the Lessee at its option shall be relieved from any obligation or liability to perform any of the services or work agreed to be performed by it hereunder or to make any payment to the Lessor until such time as the title of the Lessor has been established and cleared to the satisfaction of the Lessee. Provided further that the Lessee shall have the right in its discretion but shall not be obliged, to institute and/or carry to completion any suit, action, compromise, settlement or other proceeding, judicial, or extractical, either in its own name or in the name of the Lessor, for the purpose of establishing and clearing to the satisfaction of the Lessee the title of the Lessor to the leased substances or other rights granted by the Lessor hereunder, and the Lessee may deduct from the royalties and rents payable to the Lessor hereunder one-eighth (1/8) of any and all moneys paid, costs, expenses and disbursements of any nature which the Lessee may in its discretion pay or become liable for in connection with any such suit, action, compromise, settlement or other proceeding and the perfecting of the title in the Lessor of the leased substances and other rights hereby granted to the Lessoe, free from any lien, charge, encumbrance or claim whatsoever.

 17. The Lessor hereby covenants and agrees with the Lessee that he is now the absolute owner in his own right of the said lands and/or the said leased substances and debts of any kind whatsoever; that he has full pow

 - essee shall not be deemed a cause beyond its control.
 - 20. Time shall be of the essence of this agreement.
 - 21. This stuff be of the essented of this agreement between the parties and it is expressly agreed that no implied coverants and conditions whatsoever shall be read into this agreement relating to, or concerning any matter or operations provided for herein and that no other agreements or representations, oral or written, inducing this agreement or forming part thereof and not expressly set forth herein exist.
 - 22. Any notice required to be given to the parties hereunder shall be deemed to have been given twenty-four (24) hours after such notice is mailed by prepaid registered post, addressed to such parties at the following addresses:

PROVIDED FURTHER THAT ANY EXISTINE WELL AT THE TIME OF MAKING THIS LEASE AND GRANT, THAT MAY BE DEEMED TO BE PRODUCINE IN COMMERCIAL QUANTITIES, SHALL NOT APPLY TO THE PROVISIONS OF THIS CLAUSE QUANTITIES

| 4 | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| • | TO THE LESSEE: The California Standard Company |
| • | Medical Arts Building |
| | Calgary, Alberta. |
| | TO THE LESSOR: POST OF FICE BOY 124, KUSH WAKE, JASKATCHEWAN |
| | Any party may change its proper address by notice in writing to the other party given as herein provided. |
| | 23. All payments to be paid by the Lessee hereunder to the Lessor shall by made by pepositing such shyments |
| | to the credit of the Lessor at the SWIFT CURRENT branch of the KOLPALBANKOF CONDIA |
| | Bank at AND LUKKENT, AND ILATHEWAY, and upon such payments being made, the Lessee shall be relieved |
| | of all liability for such payments. 24. The interest of the Lessor herein and in particular the right to obtain the payment of royalty as herein provided |
| | may be assigned by the Lessor only as to his entire interest therein and the Lessee shall not be bound to recognize any |
| | partial assignment. The interest of the Lessee hereunder shall be assignable upon notice in writing to the Lessor. 25. In the interpretation of this lease, the word "Lessor" and all words depending thereon, or relating thereto, shall |
| | be read and construed as in the plural instead of in the singular number if there is more than one Lessor named and, |
| li | in such case, all covenants herein contained shall be deemed to be by the Lessors severally as well as jointly. And where the masculine gender is used, the same shall be construed as meaning the feminine or neuter wherever the context |
| | or the parties hereto require. |
| | 26. If it should appear that the Lessor at the time of making this lease and grant owns a less interest in the leased substances than the entire interest therein, then the royalties and rentals payable hereunder shall be paid to the Lessor only |
| | in the proportion which his interest in the leased substances bears to the entire interest therein. If the Lessor hereafter 🛭 🖊 |
| is the street | acquires any additional interest of title in the leased substances, then this lease and grant shall cover such additional after-acquired interest of title. CHEVBON STANDARD LIMITED |
| | THE MAIN CARREST OF title. CHEVRON STANDARD LIMITED THE MAIN CARREST OF TITLE CHEVRON STANDARD LIMITED THE MAIN CARREST OF THE MAIN |
| | accept the lease of the above described petroleum and natural gas rights to be held by it as tenant subject to the conditions, restrictions and covenants above set forth. |
| | IN WITNESS WHEREOF the Lessor has hereunto affixed his hand and seal, and Wite Collifornity Standard Rampian, |
| | has hereunto affixed its corporate seal, attested by the signatures of its proper officers in that behalf, both as of the day of |
| | day of A.D. 1960 |
| | SIGNED, SEALED AND DELIVERED by |
| | the Lessor in the pilesence of: |
| | |
| | CHEVRON STANDARD LIMITED |
| | THE CALIFORNIA STANDARD COMPANY |
| | |
| | Per: MANAGER LAND ADMINISTRATION |
| | WATEROUT - LAND MYMINISTRATION |
| • • | Per |
| | ASSETANT SECRETARY |
| | CONSENT BY WIFE OR MUSBAND |
| | (YYYYY) |
| l í | Peter Friesen Harder |
| | wife |
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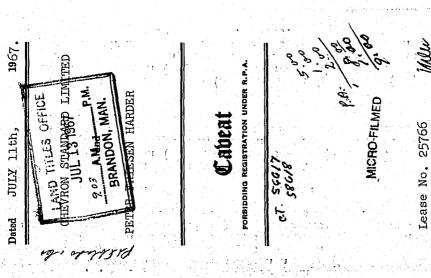
City

of Winnipeg,

in the Province of Manitoba, Barrister-at-Law, make oath and say as follows:

- the duly authorized attorney of 1. I am/the within-named caveator, Chevron Standard Limited.
- Chevron Standard Limited has
 2. I believe that Ahrva 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.
 - 3. The allegations in the within caveat are true in substance and in fact, as I verily believe.

Winnipeg, in the Province of Manitoba, this 11th day of July, 1967.



3-608 D.P.

PITBLADO, HOSKIN & COMPANY

BARRISTERS AND SOLICITORS

The Real Property Act

To the District Registrar for the Land Citles District of BRANDON.

Take Rotice that

CHEVRON STANDARD LIMITED

claim S an equitable estate or interest in an estate in fee simple in possession in the undermentioned

land by virtue of a surface lease and Option Agreement dated the 27th day of June, A.D. 1967, made by Peter Friesen Harder, formerly of the Post Office of Cruikshank in Saskatchewan now of Box 124, Rush Lake, Saskatchewan, Farmer, as Lessor, to Chevron Standard Limited, as Lessee, said estate or interest being particularly described and set forth in the said surface lease and option agreement; a duplicate original of which is hereunto annexed and made a part hereof.

The said lands being described as follows:

The North-East Quarter ($NE^{\frac{1}{4}}$) of Section One (1), Township Eleven (11) Range Twenty-six (26) West of the Principal Meridian, in Manitoba, excepting thereout the mining and minerals rights as reserved in Transfer No. 68275.

The South-East Quarter ($SE^{\frac{1}{4}}$) of Section Twelve (12) Township Eleven (11) Range Twenty-six (26) West of the Principal Meridian, in Manitoba, excepting thereout all gravel, shale, sand and other material of a like nature as reserved in Transfer No. 70466.

Box 124, Lake, Sas

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address of the registered

standing in the Register in the name of PETER FRIESEN HARDER, of Cruickshank, in

and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

It appoints the office of Pitblado, Hoskin & Company, Barristers and Solicitors, 900-220 Portage Avenue, Winnipeg 1, Manitoba,

as the place at which notices and proceedings relating hereto

may be served.

Dated this

llth

day of July,

1967.

Signed in the presence of

Eleanor Becker

CHEVRON STANDARD LIMITED

PER: Its Duly Authorized Attorney.

DOC. NO. 25,766

Liguis

THIS INDENTURE made this 27th day of

bloom June ✓

ETWEEN:

Peter Friesen Harder Formerly of the Post Office of Cruikshank in Saskatchewan now of Box 12h, Rush Lake, Saskatchewan

(hereinafter called "the Lessor")

OF THE FIRST PART

- and -

CHEVRON STANDARD LIMITED, a body corporate, carrying on business at the City of Calgary, in the Province of Alberta, (hereinafter called "the Lessee")

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the surface rights with respect to the following parcel of land situate in the Province of Manitoba described as follows: North East Quarter (NET) of Section One (1), Township Eleven (11), Range Twenty-six (26) West of the Principal Meridian (WPM) in Manitoba, excepting thereout the Mining and Mineral rights as reserved in Transfer No. 68275, as

more particularly described in Certificate of Title No. 56617 and South East warter (SE4) of Section Twelve (12) Township Eleven (11) Range Twenty Six(26) Mest of Principal Meridian in Manitoba, excepting thereout all Shale, Sand, Gravel; as more particularly described in certificate of Title 58618

(hereinafter called "the said lands").

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That the Lesuor, in consideration of the sum of ---Ten--(§ 10.00) Dollars, now paid (the receipt whereof is hereby acknowledged) doth hereby grant unto the Lessee an option, irrevocable within the time limited herein for acceptance, to leave all and singular those parts or portions of the said lands as may from time to time be required by the Lessee for the purposes of any and all of the Lessee's operations (whether on the said lands alone, or thereon in conjunction with other lands), (hereinafter called "the demised premises"); each such lease to be held by the Lessee as tenant for a term of thirty (30) years from the date of the exercising of this option in respect of each such lease, together with the right of renewals or extensions thereof as hereinafter set out at and for the sum of ____Twenty-five--- (\$ 25.00 ____) Dollars per acre as full and final compensation for damage to surface, general disturbance and allowance for severance and inconvenience, and an annual rental of ---Seventy-five--- (\$ 75.00) Dollars per acre for the term of each such lease, such annual rental to include full and complete compensation for any and all damage that may be occasioned to the demised premises, including crops, by reason of the Lessee's occupation and use. The option hereby granted shall be open for acceptance for a period of ten (10) years from the date hereof and may be exercised from time to time by the delivery to the Lessor of notice, either personally or by registered mail, postage prepaid (and the Lessee shall have the right to use and occupy such area for the purposes of any and all its operations forthwith upon the said notice being personally delivered to the Lessor, or if sent by registered mail, on the expiration of forty-eight (48) hours after the time of posting thereof); such notice to be followed within ninety (90) days by registered mail, postage prepaid, of a plan showing that portion of the said lands outlined in red to be then leased, accompanied by a cheque for the amount required to be paid as above provided.

The Lessor, in consideration of the covenants and conditions herein and, without any additional consideration, doth hereby give, grant and transfer unto and to the Lessee, from and after the first exercising of this option, and, without limiting the generality of Clause 1, the exclusive right, license, liberty, privilege and easement to drill water wells, construct, maintain, operate and lay down. oil gas and water pipelines or flowlines, telegraph lines, telephone lines, electric power lines and all necessary structures and equipment necessary or incidental there to, in, upon, under or across any part or parts of the said lands, together

with the right of ingress and egress for all purposes incidental to this grant, and the Lessee shall have the right, from time to time, and at any time, to change the position of, remove, reconstruct, inspect and repair any of the above. Notwithstanding the surrender or expiration of the within lease agreement with respect to any or all of the demised premises, the rights and privileges hereby granted shall be and constitute a continuing easement.

3. It is hereby agreed that, from and after the exercising of this option with respect to all or any part or parts of the said lands that the within agreement shall be and constitute a lease agreement between the parties hereto with respect to the demised premises.

- 4. THE LESSOR HEREBY COVENANTS AND AGREES with the Lessee as follows:
- (a) That he is now the absolute owner in his own right of the said lands with a good and marketable title thereto free and clear of all claims, liens, mortgages or encumbrances of any kind whatsoever, except however those encumbrances, if any, presently endorsed on the existing Certificate of Title or the Register; and that he has full power and absolute authority to make this lease and grant, and that upon the Lessee performing and observing the covenants herein contained, it shall and may peaceably possess and enjoy the said lands and the rights and privileges hereby granted for the term hereby created, including any extension or renewal thereof, without any interruption or disturbance from the Lessor whatsoever or from any other person or persons claiming by, through or under him, and that the Lessor will at all times and at his own expense defend his title thereto.
- (b) That he will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the existence of this lease or any extension or renewal thereof.
- 5. THE LESSEE HEREBY COVENANTS AND AGREES with the Lessor as follows:
- (a) To pay rental for the demised premises as herein provided in each and every year during the existence of this lease or any extension or renewal thereof.
- (b) 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 lands.
 - (c) To keep down all noxious weeds on the demised premises.
- (d) That upon the termination or surrender of the within lease as to all or any part of the demised premises, as hereinafter provided, it will, insofar as is reasonably practicable, deliver up the said demised premises or the part thereof so terminated or surrendered, in good plight and condition, and will remove any rubbish therefrom, plug any holes thereon, and in all respects comply with the rules, regulations and provisions of any competent authority in that behalf.
- (e) To (at its own expense) at all times enclose and keep enclosed all permarent openings or excavations made in connection with any of its drilling, producing, treating or storing operations aforesaid, with fences sufficient to prevent cattle from falling therein, and will, if requested by the Lessor, and at its own expense, fence any wellsites with fences sufficient to prevent cattle from going thereon.
- (f) That, except as provided in Clause 2 hereof, it will not cause or suffer any damage to be done to the land owned by the Lessor adjoining the demised premises, or to any crops, farm buildings, or fencing situate thereon, except insofar as such damage may be unavoidably occasioned by its operations, in which event it shall pay to the Lessor full compensation for all damage so occasioned.
- (g) To pay all taxes, rates or assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by it upon or under the demised premises.
- (h) To bury all pipelines laid by it crossing any cultivated area of the said lands to a depth of not less than eighteen (18) inches from the surface of the ground, backfill any excavations made and level the same.

J. GUV To indemnify and keep indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury or damage arising out of or connected with the operations carried on by it, its servants or agents, upon the said lands, where such loss, injury or damage is caused by the gross regligence of the Lessee, its servants or agents. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE with each other as follows: (a) That the Lessee shall have the right to terminate and surrender this lease as to any portion of the demised premises in whole or in part at any time upon fifteen (15) days' notice in writing to be given as hereinafter provided, and in the event of its so doing, this lease shall be terminated as specified in the said notice but there shall be no refund to the Lessee of any rental which may have been paid in advance; and upon such termination, and to the extent thereof, all obligations of the Lessee except such as have been incurred to the date thereof shall cease and determine in the same manner as though they had been determined by the effluxion of time, and further provided that in the event of the termination or surrender of the within lease as to any portion or all of the demised premises the Lessee shall have the right to remove or cause to be removed from the said lands all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it or its servants or agents may have placed upon or under the said lands. Notwithstanding the surrender of any part or parts of the demised premises covered by the within lease, it is agreed that the within lease shall remain in full force and effect as to any part or parts of the demised premises covered hereby and not specifically surrendered as herein provided. Unless terminated or surrendered by the Lessee as herein provided, this lease and grant shall not be subject to cancellation or termination by the Lessor, and the lessor's remedy for any default hereunder shall be for damages only, and no action for damages or for the recovery of any monies payable hereunder shall be brought by the Lessor until the Lessor has first given notice in writing to the Lessee setting forth the particulars of the default claimed, and such action shall then lie only if the Lessee has failed to commence the remedying of such default within a period of sixty (60) days from the giving of such notice. That the Lessee may, at its option, pay or discharge any amount owing under any agreement for sale, any tax, charge, lien, mortgage 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 or any part thereof, in which event the Lessee shall be subrogated to the position and rights of the holder or holders thereof; and it is agreed that any amounts paid by the Lessee for any of the above purposes shall be and become a debt owing by the Lessor to the Lessee, and shall be and become a charge on the said lands in favour of the Lessee, and the Lessor hereby agrees with the Lessee to pay the same to the Lessee on demand, and the Lessee may in addition thereto, at its option, reimburse itself by applying against the amount so paid by it, the rentals or other sums accruing to the Lessor under the terms of the within lease. (d) Any notice permitted or required hereunder shall be sufficiently given by either party to the other by personal delivery or by depositing the same in the Post Office, registered mail, postage prepaid, addressed to the other party as hereinafter provided, and any notice so mailed shall be deemed to have been received by the other party forty-eight (48) hours after the date on which the same was mailed. The proper address of the respective parties until changed by notice shall The Lessor: Peter Friesen Harder Box 124 Rush Lake, Saskatchewan Chevron Standard Limited. The Lessee: Medical Arts Building, Calgary, Alberta. (e) Any and all payments payable by the Lessee to the Jessov hereunder may, at the option of the Leasee, be made by paying or tendering a cheque either personally or by registered mail, prstage prepaid, to the Lessor or for deposit to the LL-lo4-CS PAGE 3 of 4

Lessor's credit in the Brak of Manager at HERBERT, Sust which bank and its successors are the Lessee's agents and authorized to deduct its service charge, if any, for deposits hereunder and in the event that any such payment is made by mail, it shall be sufficiently made when it is desposited in the Post Office addressed to the Lessor in the same manner as in the next preceding paragraph provided.

GALLO

(f) Subject always to Clause 6(a) hereof, it is agreed that in the event that the Lessee is still in possession of the demised premises or any part thereof at the date of expiration of the term hereinbefore mentioned, then the within lease shall be renewed and the term thereof extended for a further period of thirty (30) years from the said date, and all of the terms and conditions of the within lease, including the provisions of this paragraph, shall apply mutatis mutandis to such extended term, except that the annual rental payable during such extended term shall be calculated as hereinbefore provided for that portion of the within term subsequent to the first year thereof. For the purposes of this paragraph, the Lessee shall be deemed to be in possession of the demised premises if it or its employees, agent, contractors, successors or assigns has or have any equipment or property situate within, upon or under the demised premises or any part thereof, or during any period of time for which it has paid rentals.

7. ASSIGNMENT BY LESSEE:

This option or any leases taken hereunder are assignable in whole or in part by the Lessee, upon notice in writing to the Lessor, and in the event of any such assignment by the Lessee, the Lessee shall be released from all liability hereunder arising or accruing subsequent to the date of any such assignment as to the part or parts of the said lands so assigned and should any such assignee fail or make default in any of the covenants, conditions or obligations, whether express or implied, under this option or any leases taken hereunder, then such failure or default shall not operate to defeat or affect this option or any leases taken hereunder insofar as they cover a part or parts of the said lands in respect of which the Lessee, or other Assignee if any, shall otherwise comply with the covenant, conditions and obligations of this option or any such leases taken hereunder.

8. This lease and option and everything herein contained shall enure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto as the case may be.

IN WITHESS WHEREOF the Lessor has hereunto affixed his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed, attested by the signatures of its officers authorized in that behalf, as of the day and year first above written.

SIGNED, SEALED and DELIVERED)

G Gelle Car

,

SEAL

CHEVRON STANDAR LIMITED

MANAGER LANT ADMINISTRATION

Per:

ATIANT SECRETARY

CONSENT OF SPOUSE

I. HELEN HARDER being married to the above named 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.

Allen Harder

| CANADA) PROVINCE OF MANY OF A PROVINCE OF A PRO |
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| TO WIT: 45 A 2 |
| Gordon G. Wilcox of Regina |
| Saskatchewan In the Province of Manatache, Landman, make oath and say: |
| (Occupation) |
| Oll. THAT I was personally present and did see Peter Friesen Harder |
| named in the within instrument, who is (gree) personally known to me to be the personal translation. |
| 2. THAT the same was executed at Herbert in the Province of Montania and that I am the subscribing witness thereto. THAT I know the said Peter Friesen Harder |
| and he (oxxele) is xoxxeleyxamexemath), in my belief, of the full age of twenty-one |
| SWORN before me at Herbert) |
| |
| In the Province of Americana, this Dorn Gaskatchewan |
| day of |
| 7/16 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| Notary Rublit |
| A Emmansulous Educion Examination and for the Province of Manitabase Saskatchewan My Commission expires |
| in commendation caption |
| DOWER AFFIDAVIT |
| CANADA) I, Peter Friesen Harder of th |
| PROVINCE OF *********************************** |
| TO WIT: and for the Province of Manikobac Saskatchewan |
| Farmer (nevertex) make oath and say: |
| 1. THAT I am (NORX DE) the within named Lessor(s) and that I am of the full age of twenty-one years. |
| 2. Histar harm znoz hundanak (MAR). |
| 1) //3. THAT the person who consents as wife (boxboard) to the instrument within writte |
| is the wife (husbeand) of me, Peter Friesen Harder (covexes) the Lesson |
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| 7. 5. WHEEVER EN THE SHORT IS A REAL THE |
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| her there is the kame of the common that is a superior of the common of |
| 1 AL |
| W Keyerston SWORN before me at the town |
| in the Province of Merulaba Sackatchewan |
| in the Province of Mandtoka Saskatchewan this 27th day of June A.D., 19 67 |
| hat Till |

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by Helen Harder wife of Peter Friesen Harder apart from her husband to have been voluntarily executed by her, of her own free will and accord and without any compulsion on the part of her husband. She has further acknowledged that she jis aware of the nautre and effect of the same.

DATED at Herbert, in the Province of Saskatabhawan, this

__day of June A.D. 1967.

A Commission for Caths in and for the Province of Marking Saskatchewan
My Commission expires 19

LTO USE ONLY

| FEES CHECKED | REFUND A | MOUNT | |
|------------------------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| Certificate of Registration Registered this date DEC 2 4 2002 as No. //o//////////////////////////////// | 111 | BRAND A SAN | CAND TITLES OFFICE |

1124169

PORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any sthement set out in this document and signed by the parry making the statement

| estrict of | Brandon | | | Manitoba Consumer & Corporate Land Titles | e Affairs |
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| : L. CAVEAT | OR 4 | | | <u> </u> | |
| Telephone S claims an inte | ystem) 333 Main Stre erest in the following I | ignee of Manitoba Telecon let, PO Box 6666. Winnipe land and forbids the registr id to be subject to its claim. | g, Manitoba R3C 3V6 ation of any instrument aff | or corporation to The Manito | ba |
| 2. PARTICU | LARS OF ESTATE O | OR INTEREST CLAIMED | | I_{ij} | |
| An agreemen | t in writing dated the | 27 day of S | eptember 1990 | between | |
| Perry Rober and the withi | t Thomson n Caveator whereby th | ne said | | | |
| Репу Robe | t Thomson | | | | |
| underground | within Caveator an e telecommunications marked as ethibit "A" | lines and cables with per | or the purpose of construitestals as more specifical | cting, erecting, laying and m ly described in the agreeme | aintaining ent hereto |
| 3. LAND DE | SCRIPTION | | | | |
| | | SE 1/4 12-11-28 WPM. | | | |
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| and the same of the same | the state of the s | EGISTERED OWNER(S) I | OR SERVICE (include po | ostal code) | |
| Perry Robe Box 927 Virden, MB | | | | see sche | dule |
| Control of the contro | OF CAVEATOR FO | OR SERVICE (include post | al code) | | |
| Property / 627 Erin S | Acquisition treet | | | | |
| | Manitoba R3C 3V6 | 1 | | | |
| 6. SIGNATU | RE OF CAVEATOR | | | | |
| 1. That I, | William F. Johnstone, nts herein are true in s | am the agent of MTS Con substance and in fact. | munications Inc., the with | in Caveator, and I verily beli | eve the |
| 2. The said | l Caveator has a good | and valid claim upon the v | vithin land, and this cavear | is not filed | |
| for the p | surpose of delaying or | r embarrassing any person. | ~ 1 | | DATE M D |
| William F. Jo | hnstone | SIGNATURE | worthis | or or | 1220 |
| | ANDS OWNERSHIP | DECLARATION | | | |
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| Agent 8. INSTRUM | ENT PRESENTED F | ORREGISTRATION BY | include address and postal | code | · · · |





MANITOBA TELEPHONE SYSTEM RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made in triplicate this

2713

AD 1990

PERRY ROBERT THOMSON, of the Postal District of Virden, in Manitoba, BETWEEN: Farmer.

(hereinafter called "the Grantor")

This is the agreement Referred to in the attached caveat as Exhibit "A."

— and —

THE MANITOBA TELEPHONE SYSTEM (hereinafter called "MTS")

t. IN CONSIDERATION of the payment of --------thirty--dollars (\$ 30.00). the receipt of which is hereby acknowledged, the Grantor, being the registered owner of the land described below, hereby grants to MTS a right, figence and easement over, across, upon and under the said land (the "right-of-way"), with permission to enter upon the right-of-way and to construct, maintain, repair, remove, add and replace buried telephone and telecommunications lines, wires, cables, and pedestals as may be required (the "telecommunications plant") on, within and under the right-of-way:

The Sly 20 meters perp. of the SEt 12-11-26 W.P.M. exc. all mines and minerals.

1891622

- 2. MTS shall exercise the rights and licences granted hereunder in a careful manner so as to cause a minimum of inconvenience or damage to the Granter. MTS shall, in addition to the consideration specified herein, pay reasonable compensation to the Grantor for damage to the Grantor's crops which is caused in the exercise of the rights granted hereunder. Where damage to the Grantor's land or improvements to land is caused in the exercise of the rights granted hereunder, MTS or its contractors, agents or employees shall restore such land or improvements to land to a condition which is as close as reasonably practicable to the condition thereof immediately prior to the exercise of the rights granted hereunder, and, where MTS or its contractors, agents or employees fail or are unable to effect such restoration, MTS shall pay reasonable compensation to the Grantor in respect of such damage.
- 3. The Grantor hereby grants to MTS the right of free and unimpeded access to any part of the right-of-way for the purposes mentioned above, which rights may be exercised without charge and at any and all times by MTS or its contractors, agents or employees. MTS agrees that any tree or brush clearing or removal within the right-of-way shall be undertaken by mutual agreement of the Grantor and MTS. In the event MTS must re-enter the right-of-way for any of the above purposes, MTS will, wherever practicable, notify the Grantor of such re-entry, provided that the lack of such notification to the Granter shall not in any way affect MTS' rights hereunder.
- 4. The Grantor agrees to provide reasonable notice to MTS of the Grantor's intention to excavate or to remove the soil from or within the right-of-way, so as to enable MTS to undertake such measures as may be necessary to protect the telecommunications plant.
- 5. The Grantor agrees to obtain the consent of MTS before erecting or permitting the erection of any building or structure on or within the right-of-way, which consent shall not be unreasonably witheld by MTS.
- 6. To the extent that the rights, licences and privileges contained in this agreement may run with the land described herein, the Grantor covenants and agrees that such rights, licences and privileges shall enure to the benefit of MTS, its successors and assigns, and shall be binding upon the Grantor and the Grantor's successors in title, and the owners or occupiers for the time being of the said land or any part thereof.

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MANITOBA TELEPHONE SYSTEM

MECONSENT AND AUTHORIZATION



I am awere that a plan of other with respect to the right of way has not yet been registered at the Land Titles Office. Upon registration of this plan, I HEREBY AUTHORIZE AND DIRECT MTS to insert in this agreement, in the blank left for that purpose, the registered plan number. I agree that such insertion shall not affect this agreement or the rights and licences granted hereunder; and that this agreement shall have the same force and effect as though the registered plan number had been included herein glallestime of its execution by me, and MTS may, following the insertion of the registered plan number. proceed to register this agreement by way of caveat. I further agree that notwithstanding the absence of the plan number at the present time. MTS shall be entitled to enter upon the land described herein to the extent and subject to the terms

specified begain mobility in that the property of the second property is a second property of the second property Cichespect Dates with and I The is the aproppent - bng to double with miles Lauralass THE MANUEL THE SHORE STREET, THE THE ผู้สำคาของ so vanianers เก (00:08 8) malon ---govern sures pedraceb trait ratione a business care opinic called a life is a second second nderstring from I year to Piper will true trace of when the course of the course Maker at this meaking a begind post the rate that the course the course of the last the course of th bit IN WITNESS WHEREOF the parties have hereunto set their hands and seals, the day and year first above written. SIGNED: SEALED AND DELIVERED in the presence of the contract of the contrac M. Lail Wilkinson long Homson THE MANITOBA TELEPHONE SYSTEM CONSENT TO EASEMENT I, the undersigned, having an interest in the land described herein, do hereby consent to the within right-of-way, to the amount proposed to be paid as compensation, and to the payment thereof to the registered owner, or with the approval of the registered owner, to such other person as may be entitled thereto. hodology to oldanskia i yar, markii takoosi ya artii oo oo oo oo oo oo oo oo See No. 1 Sept. 1991 (Sept. 1991) of the sept. 1991 of the sept. 1991 of the sept. 1992 of the sept. Witness Play Company and a Control of State of S AN OCCUPACION POR POR POR PROPERTY OF BOOK OF PROPERTY OF THE promotions, recognized braining all the resources of the recognization o doctings section that the properties of the section Winess ร**ะเมวิธากรว อย่าวอลาที่ พุทธิสภาษ์ เลียบาล พิเดิมแ**ต่ทอ รถบาก รากแกะ ! ned and the control of the party of the filter of the filter of the back the party of the control of the contro with particles and the year, and years for high concentration on the and CEM, are a construction is the industrian court is designed and security, format that to the court of Record Bychnar of the Chysnife of podition and in 18 miles to 18 miles of outcome and the preparetual especial presentant de la comercia del comercia del comercia de la comercia del la comercia de la comercia del la comercia de la comercia de la comercia del la comercia de la comercia de la comercia del la comercia Figure to compare the compare of the present of the compare of the

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| | I, husband of the instrument within written, here | by consent to the | e making of the sam | , the Grantor nar ne by him/her. | , the wife/ ned in the |
| | DATED this | day | ol | 19 | |
| | WITNESS | | | | |
| | CERTIFICATE OF A | CKNOWLEDGM | ENT OF CONSENT | BY WIFE/HUSBAND | |
| | The above consent was acknowle of executed by her/him of her/his ow band/his wife. She/He has further a | a; n free will and ac | part from her husbat coording without any | nd/his wife to have been compulsion on the part of | of her hus- |
| | DATED at the this | day | of of | in the Province of 19 | Manitoba, |
| | | AFFIDAVIT | OF EXECUTION | 1. | |
| | CANADA PROVINCE OF MANITOBA TO WIT: | | I. M. Gail Wilkinson of the Cノイョ in the Province of M | of DRA lanitoba, RIGHT OF WAY | |
| | THAT I was personally present THAT I know the said part and | | | | h and say: instrument. |
| | of the full age of eighteen years THAT the said instrument was a | 5. | P.D. | of Virden, at I am a subscribing wine | |
| | Sworn before me at the C/TY of BRANDON in the Province of Manitoba, this 23 day of Teplember AD Juck: 7756 A COMMISSIONER FOR OATHS FOR THE PROVINCE OF MANIT | IN AND | M. Jail | Wilkini | Lon |
| | COMMISSION EXPIRES | | OF GRANTOR | | |
| | CANADA PROVINCE OF MANITOBA TO WIT: | } | I, PERRY ROBER XXXXXI XXXXXI) of the Posta in the Province of M | l District of Vird | |
| | THAT I am (one-of) the within n THAT I am (one-of) the (person THAT Imp Go Grantor is the hus the Grantors. THAT my Co Grantor is the wife the Grantors. | (s) entitled to be) strand of me, | and that I am of the registered owners o | full age of eighteen years. | |
| W. 7. | THAT I have no husband/wife. THAT the person who conser of me, PERRY ROBERT 1 THAT no part of the land referr me, PERRY ROBERT—I within the meaning of the "The." | THOMSON ed to in the instru PHOMSON Dower Act." | ment within written is | or ever has been the hor | ne Grantor. |
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MANITOBA TELEPHONE SYSTEM

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PERRY ROBERT TROMEON

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CEER of the Rental District of Virden

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| 7. | IMPORTANT NOTICES | ್ಷ ಭಾಗ್ರತಿ ಕಡುವಳಕು |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | By virtue of section 194 of <i>The Real Property Act</i> , any statement set out in statement has the same effect and validity as an oath, affidavit, affirmation or <i>Evidence Act</i> . | statutory declaration given pursuant to The Manitoba |
| | | 医抗性性 医多克氏 医二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基 |
| | SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In caveators whether individual or corporate. | this document "I" or "me" is to be read as including all |
| ī. | INSTRUMENT PRESENTED FOR REGISTRATION BY (include a | |
| | number) | iodiodo, podiai dodo, dornad, parson and prione |
| | PRAIRIE LAND & INVESTMENT SERVICES LTD. | |
| | 201, 2629 – 29th Avenue | The result of the second of th |
| | | |
| | Regina, Saskatchewan | a matabababat eksi aktiji il |
| | S4\$ 2N9 | |
| | Attention: Daylene Boulding Phone (306) 757-5600 | Corex-259 |

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|--------------------|-------------------|----------------|---------------------------------|-----------------|
| SEE ATTACHED LETT | ER/FAX/ADDITIONAL | L EVIDENCE FOR | BOX(ES) | |
| Set for acceptance | Jb LAND TITL | \ | Fee djustment | Λ. / |
| Examined by: | | ES OFFICE [| Extra Fee Refund and Connection | 1 10 |
| Fees checked | 1991 | ON, MAN. | Registration No. 1363213 /2 | |

| 2 | NVEAT Form 10 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | CAVEATOR(S) (full legal name and address for service) I (We), COREX RESOURCES LTD., 3200, 700 - 2nd Street SW, Calgary, Alberta, T2P 2W2 |
| | claim(s) an interest in the following land or mortgage, and forbids the registration of any instrument affecting the interest unless such instrument be expressed to be subject to their claim. |
| 2. | ESTATE OR INTEREST IN LAND CLAIMED (please specify) |
| | Easement (you must specify both dominant and servient lands in Box 4) |
| | Statutory Easement (the agreement must be attached) |
| | Agreement for Sale of Land |
| | Unregistered Transfer of Land |
| | Unregistered Mortgage |
| | Option to Purchase |
| | Unpaid Vendor's Lien |
| | Development Agreement pursuant to either The Planning Act or The City of Winnipeg Charter (if the Development Agreement is pursuant to The Planning Act, it must be attached) |
| | Restrictive Covenant (you must specify both the restricted and the benefiting lands in Box 4) |
| | Building Scheme/Development Scheme (you must specify both the lands affected by and benefitting from the scheme in Box 4) |
| | Beneficial Interest under a Trust |
| | Reversionary Right/Determinable Fee Simple |
| | Conservation Agreement |
| | X Lease. Expiry of term and all renewals (YYYY/MM/DD): 2035 / 06 / 16 |
| | Petroleum and Natural Gas Lease. Expiry of term and all renewals (YYYY/MM/DD): |
| | Other expiry details: |
| | Other (specify):see schedule |
| 3. | BASIS FOR CLAIM |
| | Manitoba Surface Lease dated on the 17th day of June, 2014, between SUSAN LOUISE THOMSON (as issor) and COREX RESOURCES LTD. (as Lessee) for the term of 21 years or as long as there is a producing |
| | ell for the purpose of extracting oil see schedule LAND DESCRIPTION |
| 4. | THE SE ¼ OF SECTION 12-11-26 WPM |
| | EXC FIRSTLY: ALL GRAVEL, SHALE, SAND AND OTHER MATERIAL OF A LIKE NATURE AS SET FORTH IN |
| | TRANSFER 70466 AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GAS, PETROLUEM AND RELATED |
| | HYDROCARBONS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER R109384 |
| | TLE NO.(S) 2693520/2 MORTGAGE/ENCUMBRANCE NO.(S) see schedule |
| Э. | NAME OF REGISTERED OWNER(S) WHOSE INTEREST(S) IS(ARE) AFFECTED SUSAN LOUISE THOMSON |
| | Box 2095 |
| | Virden, Manitoba ROM 2C0 |
| 6. | EVIDENCE OF CAVEATOR(S) see schedule (strike out inappropriate statement(s) and sign below:) |
| | I am (the agent of) the caveator(s) and the statements made in this caveat are true in substance and in fact. I personally believe that the within caveator(s) (has/have) a good and valid claim upon the within land. |
| | This caveat is not filed for the purpose of delaying or embarrassing any person. |
| | This caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of The Homesteads Act. |
| | 5. The registration of this instrument does not contravene the provisions of <i>The Farm Lands Ownership Act</i> because: |
| | (b) The within land is not farm land as defined in The Farm Lands Ownership Act. |
| | (c) The interest in the farm land is being claimed pursuant to a bena fide debt obligation. (d) Other (specify section of The Farm Lands Ownership Act): |
| | Particulare: |
| | PRAIRIE LAND & INVESTMENT SERVICES LTD. |
| | Name Of Caveator Or Agent Signature by its Agent, date (YYYY/MM/DD) |
| | Allyce Cormack |
| | Name Of Caveator Or Agent Signature date (YYYY/MM/DD) |

CAVEAT e10.0

1409828/2

2017-01-04

The Property Registry

A Service Provider for the Province of Manitoba

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| | A Service Provider for the Province of Manitoba |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1. AGENT | |
| ✓ This caveat will be signed by an agent | |
| ○ Individual | |
| Corporation Name | |
| Prairie Land & Investment Services Ltd. | |
| 2. CAVEATOR | |
| ☐ Individual | |
| ✓ Corporation | |
| Corporation Name | |
| Corex Resources Ltd. | |
| Address for Service | |
| 3200, 700 - 2nd Street SW | |
| | |
| |] a (a .) Tan awa |
| City Calgary Province Alberta Country Canada | Postal Code T2P 2W2 |
| Government and Government Agency | |
| The Public Guardian and Trustee of Manitoba notice under s.18(1) of The Public Gu | uardian and Trustee Act |
| Executor, Administrator, Trustee | |
| Executor, Administrator, mustee | |
| 3. ESTATE OR INTEREST IN LAND CLAIMED | |
| Estate or Interest in land Claimed | |
| Surface Lease | |
| Term of Lease | |
| The expiry date of the term together with all renewals: 2058-11-17 | (YYYY-MM-DD) |
| This lease does not have an expiry date. It expires following notice. | |
| The actual expiry date cannot be determined at this time. | |
| Other expiry | |
| details: | |
| | |
| Surface leases are agreements that secure an operator's interest in a specifi producing minerals. | c piece of land for the purpose of exploring for or |
| producing minerals. | |

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.

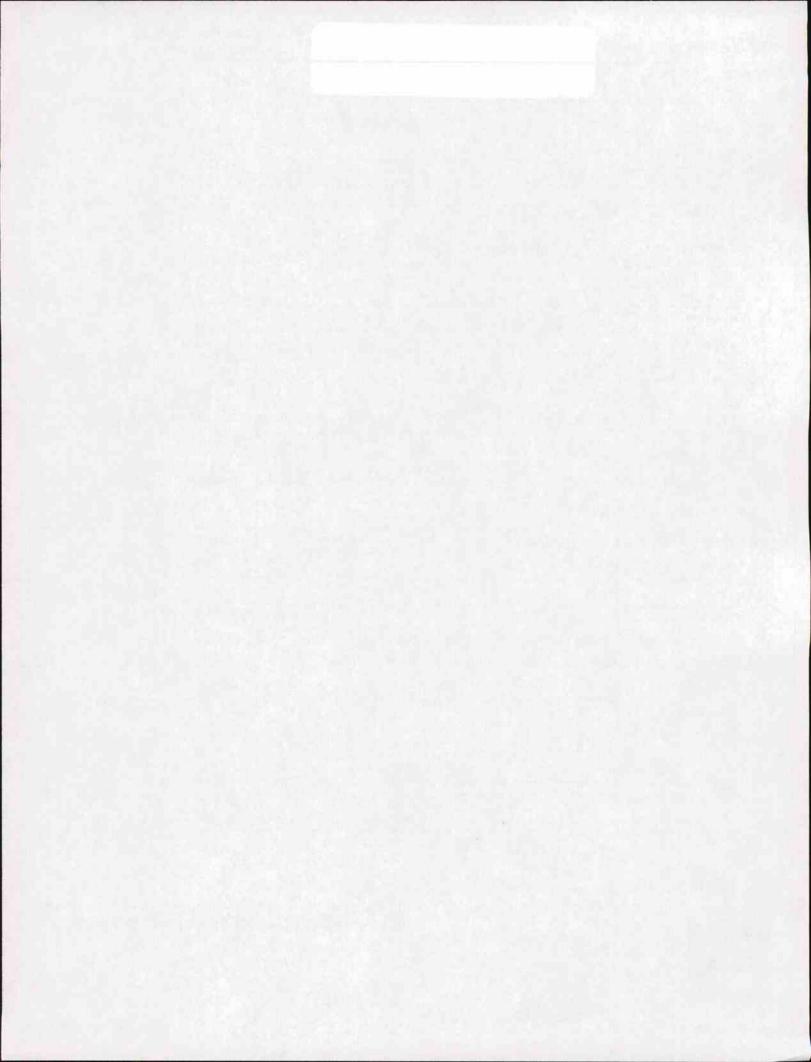




2. The 32 character control number below is present and identical on all pages.

B769-A5F1-F5BE-499D-96BA-A19E-99E8-68DC

3. All 3 Caveat content pages are present.





| 4. BASIS FOR CLAIM | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| A Manitoba Surface Lease made effective on the 18th day of November, 2016, between Susan Louise Thomson (as Lessor) and Corex Resources Ltd. (as Lessee) for the term of 21 years or as long as there is a producing well for the purpose of extracting oil | | | | | | |
| Copy of agreement or supporting documents attached | | | | | | |
| 5. LEGAL DESCRIPTION | | | | | | |
| Land 1 | | | | | | |
| ♠ All or part of a title | | | | | | |
| ○ All units in a condominium plan | | | | | | |
| C All lots, blocks and parcels in a plan | | | | | | |
| | | | | | | |
| 2693520/2 • All C Part | | | | | | |
| Land Description | | | | | | |
| THE SE ¼ OF SECTION 12-11-26 WPM EXC FIRSTLY: ALL GRAVEL, SHALE, SAND AND OTHER MATERIAL OF A LIKE NATURE AS SET FORTH IN TRANSFER 70466 AND SECONDLY: ALL MINES AND MINERALS, INCLUDING GAS, PETROLEUM AND RELATED HYDROCARBONS, GYPSUM AND VALUABLE STONE AS SET FORTH IN TRANSFER R109384 | | | | | | |
| Names of all registered owners. Indicate if their interests are affected: | | | | | | |
| All registered owners' interests are affected | | | | | | |
| ● Individual ○Corporation ○Government and Government Agency ○Estate ○Religious Society ○Cemetery Trust | | | | | | |
| Given Name Middle Names Surname | | | | | | |
| SUSAN LOUISE THOMSON Interests Affected | | | | | | |
| 6. AFFECTED INSTRUMENT | | | | | | |
| No Instrument can be affected by the selected interests. | | | | | | |
| 7. THE FARM LANDS OWNERSHIP ACT EVIDENCE | | | | | | |
| The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because | | | | | | |
| • The within land is not farm land as defined in The Farm Lands Ownership Act. | | | | | | |

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.





2. The 32 character control number below is present and identical on all pages.

B769-A5F1-F5BE-499D-96BA-A19E-99E8-68DC

3. All 3 Caveat content pages are present.

CAVEAT e10.0

The Property Registry

A Service Provider for the Province of Manitoba

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| iven Name ALLYCE | Middle Names | JEAN | Surname CORMACK |
|-------------------------------|--------------------|----------|--------------------------|
| ompany PRAIRIE LAND & INVESTM | MENT SERVICES LTD. | | |
| elephone + 1 306 75 | 575600 Extensio | n E-Mail | theresa@prairie-land.com |

If you want to change the registration form now that the signature pages have been created, you must unlock the electronic version of the form and remove the signature pages. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.





2. The 32 character control number below is present and identical on all pages.

B769-A5F1-F5BE-499D-96BA-A19E-99E8-68DC

3. All 3 Caveat content pages are present.

SIGNATURE AND EVIDENCE

- 1. Prairie Land & Investment Services Ltd. is the agent of the caveators and the statements made in this caveat are true in substance and fact.
- 2. I personally believe the within caveators have a good and valid claim upon the within land.
- 3. This caveat is not filed for the purpose of delaying or embarrassing any person.
- 4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.

| 5. | Additional | evid | ence |
|----|------------|---------|------|
| | Madicionia | C 4 1 C | |

Signature

Allyle Comack

Date

2016-12-21

Name

ALLYCE JEAN CORMACK

(YYYY-MM-DD)

Position

SURFACE LAND ADMINISTRATOR

Agent

Prairie Land & Investment Services Ltd.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.





- The 32 character control number below is present and identical on all pages.
 B769-A5F1-F5BE-499D-96BA-A19E-99E8-68DC
 - D703 A311 13DE 4330 300A 71201 301
- 3. All 3 Caveat content pages are present.

Document Review

The Property Registry
A Service Provider for the Province of Manitoba

Registration # Type New Titles

1409828/2

Caveat

Notes

Property Assessment Report

Municipality: 199 - RM OF WALLACE-WOODWORTH Roll No: 117900.000 REAL PROPERTY

Dwelling Units: 0 **Frontage or Area:** 160.00 ACRES

Legal Description: SE12-11-26W **Civic Address:**

School Division: FORT LA BOSSE Community Area: WALLACE Ward: 2

Certificate of Title / Land Title Office:

3215622 / BRANDON

| Tax Year | Assessment Reference | Class | Tax Status | Land | Buildings | Total |
|----------|-------------------------|---------------|------------|---------|-----------|---------|
| | Date | | | | | |
| 2024 | Apr 1, 2021 | FARM PROPERTY | TAXABLE | 205,900 | - | 205,900 |
| 2023 | Apr 1, 2021 | FARM PROPERTY | TAXABLE | 205,900 | - | 205,900 |
| 2022 | Apr 1, 2018 | FARM PROPERTY | TAXABLE | 186,400 | - | 186,400 |
| 2021 | Apr 1, 2018 | FARM PROPERTY | TAXABLE | 186,400 | - | 186,400 |
| 2020 | Apr 1, 2018 | FARM PROPERTY | TAXABLE | 186,400 | - | 186,400 |
| 2019 | Apr 1, 2016 | FARM PROPERTY | TAXABLE | 181,600 | - | 181,600 |
| 2018 | Apr 1, 2016 | FARM PROPERTY | TAXABLE | 181,600 | - | 181,600 |
| 2017 | Apr 1, 2014 | FARM PROPERTY | TAXABLE | 124,700 | - | 124,700 |
| 2016 | Apr 1, 2014 | FARM PROPERTY | TAXABLE | 124,700 | - | 124,700 |
| 2015 | Apr 1, 2012 | FARM PROPERTY | TAXABLE | 80,500 | - | 80,500 |
| 2014 | Apr 1, 2012 | FARM PROPERTY | TAXABLE | 80,500 | - | 80,500 |
| 2013 | Apr 1, 2010 | FARM PROPERTY | TAXABLE | 67,400 | - | 67,400 |
| 2012 | Apr 1, 2010 | FARM PROPERTY | TAXABLE | 67,400 | - | 67,400 |
| 2011 | Apr 1, 2008 | FARM PROPERTY | TAXABLE | 52,200 | - | 52,200 |
| 2010 | Apr 1, 2008 | FARM PROPERTY | TAXABLE | 52,200 | - | 52,200 |
| 2009 | 2003 | FARM PROPERTY | TAXABLE | 45,800 | - | 45,800 |
| 2008 | 2003 | FARM PROPERTY | TAXABLE | 45,800 | - | 45,800 |

Legal:

SE-12-11-26-W