*Less +/- 7 Acres for proposed subdivision being retained by Owner

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0022 552 758	5;5;40;23;SW	222 215 937

LEGAL DESCRIPTION
MERIDIAN 5 RANGE 5 TOWNSHIP 40
SECTION 23
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: CLEARWATER COUNTY

REFERENCE NUMBER: 042 262 090

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 215 937	27/09/2022	AFFIDAVIT OF SURVIVING JOINT TENANT		

OWNERS

LARRY ARNOLD
OF BOX 2525
ROCKY MOUNTAIN HOUSE
ALBERTA T4T 1J6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
764PS	15/01/1968	CAVEAT CAVEATOR - PETCAL CO LTD.
832 001 927	06/01/1983	CAVEAT CAVEATOR - PENN WEST PETROLEUM LTD. C/O P.O.BOX 1450 STATION 'M" CALGARY

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T2P2L6 RE BOARD ORDER NO. 1165/66 (DATA UPDATED BY: TRANSFER OF CAVEAT 992084510)
922 334 075	30/10/1992	EASEMENT FOR THE BENEFIT OF NW-23-40-5-5 OVER PTN. SW-23-40-5-5
012 042 490	08/02/2001	CAVEAT RE : ACCESS CAVEATOR - IAN KENNETH MCLEOD CAVEATOR - LOREE MARLENE MCLEOD BOTH OF: BOX 171 LESLIEVILLE ALBERTA T0M1H0 AGENT - GORDON E DECK
052 051 863	08/02/2005	UTILITY RIGHT OF WAY GRANTEE - DIAMOND VALLEY GAS CO-OP LTD.

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 5 DAY OF OCTOBER, 2026 AT 07:27 A.M.

ORDER NUMBER: 58541079

CUSTOMER FILE NUMBER: CLHBID

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:

764PS

ORDER NUMBER: 58541189

ADVISORY

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CANADA
PROVINCE OF ALBERTA
TO WIT:

I, C. D. Borggard
of the City of Calgary
in the Province of Alberta, Land Manager,

make oath and say:

1. THAT I am agent for the above-named Caveator.

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

SWORN before me at the City
of Calgary
in the Province of Alberta,
this 10th day of January
A.D. 19 68.

E. M. Esligar
A Commissioner for Oaths
in and for the Province of Alberta.

DATED A.D. 19

764 P.S.

LAND TITLES OFFICE RECEIVED JAN 12 1968 EDMONTON

Ex. Reg. 5
Ass. Fee
Abs.
M.C.
G.R.

214 L 106

Caveat

WILLSON STATIONERY

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 10:16 o'clock A.M. on the 15 day of Jan. A.D. 1968 Number 764 Book LRS Folio 24 Registrar N.A.L.R.D.

Mail dup. copy Petcal Co Ltd Calg 15 50

FOR WITNESS

CANADA
PROVINCE OF ALBERTA
TO WIT:

I,
of the of
in the Province of Alberta,

make oath and say:

1. THAT I was personally present and did see named in the within Instrument, who is personally known to me to be the person named therein, duly sign, and execute the same for the purposes named therein.

2. THAT the same was executed at the in the Province of Alberta, Canada, and that I am the subscribing witness thereto.

3. THAT I personally know the said and is in my belief of the full age of twenty-one years.

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

LAND TITLES OFFICE JAN 12 1968 EDMONTON ALBERTA

A
in and for the Province of Alberta.

FORM No. 344

WILLSON STATIONERY 12-65-P29441

Caveat

TO THE REGISTRAR OF NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that I, PETCAL COMPANY LIMITED, a body corporate,
(Insert name and *addition of caveator)

of the City of Calgary in the Province of Alberta, the Caveator,

claims (specify the estate or interest claimed)
an interest by virtue of Board of Arbitration Order No. 1165/66 between PETCAL COMPANY LIMITED, as Applicant, and THOMAS MacGREGOR HOLLOWAY, as Respondent, a copy of which said Order is marked Exhibit "A" and is attached to and forms part of this Caveat,

in
The Southwest Quarter (SW¼) of Section Twenty-three (23), Township Forty (40), Range Five (5), West of the Fifth (5th) Meridian in the Province of Alberta, containing 160 acres more or less, reserving unto Her Majesty all mines and minerals,

being lands described in Certificate of Title, 214-L-106 standing in the register in the name of Thomas MacGregor Holloway and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT Petcal Company Limited, 630 - 6th Avenue, S.W.,
at the City of Calgary in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 10th day of January A.D. 1968.

PETCAL COMPANY LIMITED

Signature of the Caveator or his Agent

C. D. Borggard, Land Manager.

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, of the of in the Province of Alberta,

make oath and say:

1. THAT I am the above-named Caveator.

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

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

A_____
in and for the Province of Alberta.

(*addition is defined as something attached to a man's name to show his rank, occupation, or place of residence, or otherwise to distinguish him.)

EXHIBIT "A"

File No. RE 11053 Order No. 1165/66

THE RIGHT OF ENTRY ARBITRATION ACT

Before:

The Board of Arbitration

: IN THE MATTER OF certain lands within
: the South West Quarter of Section 23,
: Township 40, Range 5, West of the 5th
: Meridian, in the Province of Alberta.

B E T W E E N:

PETCAL COMPANY LIMITED, Applicant,

- and -

THOMAS MacGREGOR HOLLOWAY, Respondent.

ORDER NO. 1165/66

ORDER GRANTING RIGHT OF ENTRY

1. Upon the application of Petcal Company Limited, dated the 10th day of June, 1966, the Applicant is hereby granted, with respect to the interest of the Respondent Thomas MacGregor Holloway, the right to enter upon, use and take the surface of the land shown outlined in red on the plan attached hereto for a well site and roadway for the Applicant's operations for or incidental to the drilling for and production of petroleum and natural gas, and for the erection of tanks, stations and structures thereon in connection with the said operations.

2. It is a condition of this order that the Respondent Thomas MacGregor Holloway shall have the right to use the land shown outlined in red on the said plan

(i) for gaining access to the parts of the farm severed thereby, and for that purpose the Applicant shall provide such crossings as the said Respondent may reasonably require, and

(ii) for the grazing of livestock, and for that purpose the Applicant shall construct and maintain such fences and other works as the said Respondent may reasonably require to ensure the safety and prevent the straying of livestock,

subject to the Applicant's right to fence its tanks, stations and structures thereon.

Dated at the City of Edmonton in the Province of Alberta this 23rd day of June, 1966.

BOARD OF ARBITRATION
THE RIGHT OF ENTRY ARBITRATION ACT

(SIGNED) W. P. CCAD

MEMBER

Certified true copy

(Secretary to Board)

CANADIAN HOMESTEAD OILS LIMITED

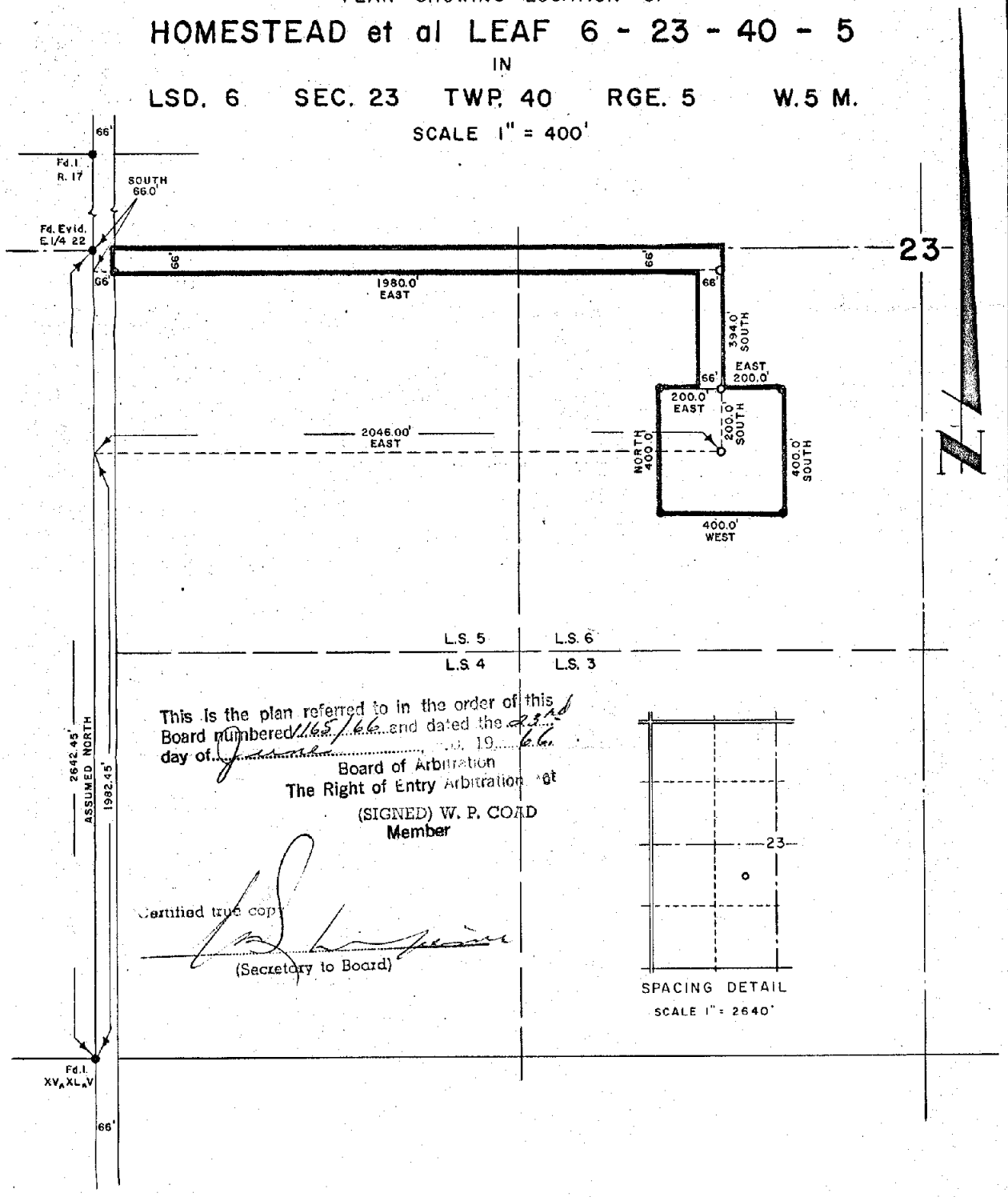
PLAN SHOWING LOCATION OF

HOMESTEAD et al LEAF 6 - 23 - 40 - 5

IN

LSD. 6 SEC. 23 TWP. 40 RGE. 5 W.5 M.

SCALE 1" = 400'



This is the plan referred to in the order of this Board numbered 1165/66 and dated the 23rd day of January A.D. 19 66.

Board of Arbitration
The Right of Entry Arbitration Act

(SIGNED) W. P. COAD
Member

Certified true copy

(Secretary to Board)

SPACING DETAIL
SCALE 1" = 2640'

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was performed on the 28th day of April A.D. 1966.

A.L.S.

WITNESS

ALL-CAN ENGINEERING & SURVEYS LTD.

Survey Monument found shown thus ●

1/2" Round Iron Bar planted shown thus o

Portions referred to outlined thus ═══

Distances are in feet and decimals.

JOB NO. C-4030		DATE: 29-4-66

CO-ORDINATES: 1982.45' N. of S. Bdy. and 1980.00' E. of W. Bdy. of Sec 23-40-5-5

AREAS:

Well Site:	*3.67*	*acs.*
Access Road:	*3.60*	*acs.*
Total:	*7.27*	*acs.*

DATUM - BENCH MARK:

G.B.M. No. 120 236' W of N.E. Cor. Sec. 24-40-5-5 Elev. 3505.86'

GROUND ELEVATION: 3472.9'

CANADIAN HOMESTEAD OILS LIMITED

A. G. Savage

H.R. Tibbitts

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

832001927

ORDER NUMBER: 58541189

ADVISORY

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Canada
Province of Alberta
To Wit:

I, Theodore S. Anderson

of the City of Calgary

in the Province of Alberta Occupation

make oath and say as follows.

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

Theodore S. Anderson

Sworn before me at the City

of Calgary

in the Province of Alberta

this 28th day of December

1982

A Commissioner for Oaths
in and for the Province of Alberta

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA.
MY APPOINTMENT EXPIRES Dec 15/85

JUDY FILIPCHUK

3320 01927 '83 JAN-6

RE
SW¼-23-40-5-W5M

Caveat

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District of Edmonton, in the Province of Alberta.

Registrar
A.L.R.D.

Solicitor's File No. L-306-82

Canada
Province of Alberta
To Wit:

I,

of the of

In the Province of Alberta Occupation

make oath and say as follows.

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

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

A Commissioner for Oaths
in and for the Province of Alberta

S-231

Form No. 204

Caveat Forbidding Registration

To the Registrar of the NORTHERN Alberta Land Registration District

Name in full

Take Notice that ICG RESOURCES LTD.

Address and Occupation

of the City of Calgary in the Province of Alberta a body corporate
Occupation

Claim

Nature of Claim

an interest by virtue of Board Order No. 1165/66 pursuant to The Right of Entry Arbitration Act dated June 23, 1966, comprising of 4.69 acres more or less for a wellsite and access roadway, between Thomas MacGregor Holloway as Respondent and Petcal Company Limited as Applicant; an Assignment dated November 25, 1982 between ICG EXPLORATION LTD., successor to PETCAL COMPANY LIMITED as Assignor and ICG RESOURCES LTD. as Assignee.

in

Description of Land

The South West Quarter (SW¼) of Section Twenty-Three (23), in Township Forty (40), Range Five (5), West of the Fifth Meridian (W5M), containing One Hundred and Sixty (160) acres more or less.

Excepting thereout all mines and minerals.

as more particularly described in certificate of title 214-L-106 standing in the register in the name of Thomas MacGregor Holloway
R.R. #1
Lesliеville, Alberta
T0M 1H0

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

I Appoint ICG Resources Ltd.
2700, 140 - 4th Avenue S.W.
Calgary, Alberta
T2P 3S3

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

Dated this 28th day of December ,1982 .

ICG RESOURCES LTD.
By Its Agent
PIONEER LAND SERVICES LTD.

Theodore B. Anderson, P.Ag.
President AGENT FOR THE CAVEATOR

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

922334075

ORDER NUMBER: 58541189

ADVISORY

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922334075 REGISTERED 1992 10 30
EASE - EASEMENT
DOC 1 OF 2 DRR#: 4283584 ADR/GCAMPION
LINC/S: 0022552758 0019778026

THIS EASEMENT AGREEMENT made this 2 day of June, A.D. 1992.

BETWEEN:

THOMAS MAC GREGOR HOLLOWAY,
Of Leslieville, in the Province
of Alberta

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

- and -

IAN KENNETH MCLEOD and LOREE MARLENE MCLEOD
both of Box 171, Leslieville, in the
Province of Alberta

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of that property described as:

THE SOUTH WEST QUARTER OF SECTION TWENTY THREE (23)
TOWNSHIP FORTY (40) RANGE FIVE (5)
WEST OF THE FIFTH MERIDIAN IN THE SAID PROVINCE
CONTAINING ONE HUNDRED AND SIXTY (160) ACRES MORE OR LESS.

RESERVING UNTO HIS MAJESTY ALL MINES AND MINERALS.

(hereinafter called the "Grantor's Lands")

AND WHEREAS the Grantee is the registered owner of the following described lands:

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION
TWENTY THREE (23)
TOWNSHIP FORTY (40)
RANGE FIVE (5)
WEST OF THE FIFTH MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID QUARTER
SECTION; THENCE EAST ALONG THE SOUTH BOUNDARY OF THE SAID
QUARTER SECTION FOUR HUNDRED (400) METRES; THENCE NORTH
AND AT RIGHT ANGLES TO THE SAID SOUTH BOUNDARY EIGHTY TWO
(82) METRES; THENCE WEST AND PARALLEL TO THE SAID SOUTH

T. M. H.

BOUNDARY ONE HUNDRED TWO (102) METRES; THENCE SOUTH AND AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE SIXTY SIX AND EIGHTY HUNDREDTHS (66.80) METRES; THENCE WEST AND PARALLEL TO THE SOUTH BOUNDARY OF THE SAID QUARTER SECTION TO A POINT ON THE WEST BOUNDARY OF THE SAID QUARTER SECTION; THENCE SOUTH ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT, CONTAINING 1.29 HECTARES, MORE OR LESS.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

(hereinafter called the "Dominant Lands")

AND WHEREAS the Grantor's Lands lie adjacent to and contiguous with the Dominant Lands.

AND WHEREAS the Grantor has granted to and in favour of the Grantee an Easement over a portion of the Grantor's Lands.

AND WHEREAS the Grantor and the Grantee have agreed that it is desirable that the terms of the Easement referred to above and such additional terms and conditions as are herein provided be embodied in this document which inter alia shall be capable of registration as an Easement pursuant to The Land Titles Act of the Province of Alberta.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT in consideration of the sum of ONE ($1.00) DOLLAR and natural love and affection, now paid by the Grantee to the Grantor and in consideration of the premises (the receipt and sufficiency of such consideration being hereby acknowledged by the Grantor), the Grantor, as owner of the Grantor's Lands, does hereby grant and transfer to the Grantee and the Grantee's successors in title of and to the Dominant Lands, the right, license, privilege and easement to use the Easement Lands, as hereinafter defined, for:

(i) ingress and egress to and from the Dominant Lands;

(ii) entry on the same, with or without machines, vehicles or equipment, for the purpose of maintaining and repairing such road, as permitted herein, and as may be necessary to permit the aforesaid ingress and egress;

(hereinafter called the "Easement Purposes")

DESCRIPTION APPROVED
by
on 29 Oct 1992
SURVEYS SECTION, L.T.O.

on the following terms and conditions:

1. The term the "Easement Lands" for the purpose of this Easement means that portion of the Grantor's Lands described as follows: Meridian 5, Range 5 Township 40 Section 23 All that portion of the South West Quarter described as follows: Commencing at the North West corner of the said Quarter Section; Thence Easterly along the North boundary thereof 400 metres; Thence Southerly and at right angles to the said North boundary 20 metres; Thence Westerly and parallel to the said boundary to a point on the West boundary; Thence Northerly along the West boundary to the point of commencement

Excepting thereout all mines and minerals.

2. The term of the Easement shall commence as of the day and year first above written and shall continue until June 1st, 2042. The Grantee's interest hereunder shall be fully and completely extinguished upon the expiry of the term of this Agreement, as aforesaid.

3. The Grantee may not effect any construction on or below the Easement Lands other than the maintenance and repair, at his sole risk and expense, of the existing road upon the Easement Lands and may not use the Easement Lands for any purpose other than the Easement Purposes referred to above.

4. The Parties hereto further covenant and agree that this easement is declared to be apurtenant to and for the benefit of the lands of the Grantee as the Dominant Tenant.

5. The Parties hereto agree to execute such further documents and assurances and do such things as may be requisite to give effect to this Agreement.

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors in title, executors, administrators and assigns.

J.W.H.

7. The Grantee, as owner of the Dominant Lands, and his successors in title from time to time of and to the Dominant Lands, will indemnify and save harmless the Grantor, as owner of the Grantor's Lands, from and against all claims, damages, debts, suits, dues, actions, liabilities or causes of action, costs or sums of money whatsoever that it or they may be put to by reason of anything done, or omitted to be done, or any use made by the owner of the Dominant Lands with respect of this Easement.

8. This Easement is and shall be of the same force and effect as a covenant running with the land and shall be deemed to be a covenant running with the land and these presents, including all covenants herein contained, shall extend to and be binding upon and enure to the benefit of the Grantor and the successors in title of the Grantor of and to the Grantor's Land and the Grantee and the successors in title of and to the Grantee to the Dominant Lands.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witness

THOMAS MAC GREGOR HOLLOWAY

Witness

IAN KENNETH MCLEOD

Witness

LOREE MARLENE MCLEOD

DOWER ACT

AFFIDAVIT

I, THOMAS MAC GREGOR HOLLOWAY, of Leslieville, in the Province of Alberta, MAKE OATH AND SAY:

1. That I am the Grantor named in the within instrument.

2. That I am not married.

SWORN BEFORE ME at Red Deer in the Province of Alberta, this 2 day of June, A.D. 1992.

Thomas M. Holloway

Ninian M. Lockerby

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

A Solicitor and NINIAN M. LOCKERBY (Non Expiry)

(10) Affidavits of Execution

Affidavit Of Execution

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, NINIAN W. LOCKERBY, of the City of Red Deer, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Thomas MacGregor Holloway named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Thomas Mac Gregor Holloway and he is, in my belief, of the full age of eighteen years.

SWORN before me at Red Deer, in the Province of Alberta, this 9 day of June, A.D. 1992.

Fay E. MacIsaac
A Commissioner for Oaths in and for the Province of Alberta

FAY E. MacISAAC
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires March 17, 1994

01 Affidavit of Execution

Affidavit Of Execution

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, NINIAN W LOCKERBY, of the City of Red Deer, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Ian Kenneth McLeod and Loree Marlene McLeod

named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Ian Kenneth McLeod and Loree Marlene McLeod and each is, in my belief, of the full age of eighteen years.

SWORN before me at Red Deer, In the Province of Alberta, this 9 day of June, A.D. 1992.

Fay E. MacIsaac
A Commissioner for Oaths in and for the Province of Alberta

FAY E. MacISAAC
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires March 17, 1994

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

012042490

ORDER NUMBER: 58541189

ADVISORY

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CAVEAT FORBIDDING REGISTRATION

To the Registrar of the North Alberta Land Registration District.

Take Notice that Ian Kenneth McLeod and Loree Marlene McLeod (the "Caveators") of Box 171, Leslieville, Alberta, claim an interest in land pursuant to the terms of that certain Road Use Agreement between the Caveators and Penn West Petroleum, by its managing partner, Penn West Petroleum Ltd. (referred to in this Caveat as "Penn West") a true copy of which is attached as Schedule "A", whereby Penn West has agreed to allow the Caveators to have access to a readway in the possession of Penn West (whose interest is registered pursuant to caveat 832001927) which interest is claimed in the following lands.

Meridian 5 Range 5 Township 40
Section 23
Quarter South West
Excepting thereout all mines and minerals

being lands described in Certificate of Title No. 942205445, standing in the register in the names of Thomas MacGregor Holloway and Lauree Holloway, and I forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the instrument or Certificate of Title, aas the case may be, is expresssed to be subject to my claim.

I appoint Box 171, Leslieville, Alberta T0M 1H0, as the as the place at which notices and proceedings relating hereto may be served.

DATED this 12 day of February, 2001.

Ian Kenneth McLeod and
Loree Marlene McLeod,
by their agent and solicitor,

Per: _____
Gordon E. Deck, Q.C.

012-042490.001

2.

CANADA PROVINCE OF ALBERTA TO WIT:	)	I, Gordon E. Deck, Q.C. of the City of Red Deer in the Province of Alberta Solicitor, make oath and say as follows:

1. I am the agent for the above-named Caveators.

2. I believe that the said Caveators have 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 interest in or proposing to deal therewith.

SWORN before me at the City of RED DEER, in the Province of Alberta, this 5th day of February, 2001.	)	Gordon E. Deck, Q.C.
A Commissioner for Oaths in and for the Province of Alberta	)	

Roselle Ann Engman

Expires Dec 15, 2003

SCHEDULE "A"

MASTER
ROAD USE AGREEMENT
No. R57460

between

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.

and

IAN KENNETH MCLEOD & LOREE MARLENE MCLEOD

MASTER ROAD USE AGREEMENT

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MASTER ROAD USE AGREEMENT
File No. R57460

THIS AGREEMENT made this 28th day of August, 2000.

BETWEEN:

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.
(hereinafter referred to as "Grantor")

-and-

IAN KENNETH MCLEOD & LOREE MARLENE MCLEOD
(hereinafter referred to as "Grantee")

The Grantor, insofar as it has the right to do so, grants to the Grantee, its employees, agents, servants, contractors and subcontractors, the nonexclusive right to use that portion of the Grantor's road, operated or held by the Grantor, as indicated on Schedule "B" (hereinafter referred to as the "Road") for the purpose described in Schedule "A". From time to time the Grantor and Grantee may execute additional Schedules with respect to other roads of the Grantor, and such Addendum's shall be incorporated into and form part of this Agreement.

Therefore, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1.0 Terms and Conditions

1.1 This Agreement including any attached Addendum's comprised of the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Purpose and Rates
Schedule "B" - Plan of Road
Schedule "C" - Field Contacts and Additional Terms

2.0 Consideration

2.1 The Grantee agrees to pay the Grantor any initial sum as set forth under the heading "Consideration" in Schedule "A". Fees shall be calculated effective from the date specified in each Addendum.

3.0 Billings

3.1 The Grantor shall invoice the Grantee at monthly intervals or as the Grantor may desire (in advance, quarterly, annually, etc.) and the Grantee shall submit payment in the manner described on the invoice(s).

3.2 The Grantor shall be entitled to charge interest on any amounts that remain outstanding after thirty (30) days from the Grantee's receipt of the invoice at the rate of two (2) percent per annum higher than the rate designated as the prevailing prime rate for Canadian commercial loans by the principal Canadian charted bank used by the Grantor, from the day that payment is due until the day it is paid, regardless of whether the Grantor has notified the Grantee in advance of its intention to charge interest with respect to that unpaid amount.

3.3 In the event the Grantor is required to collect any taxes, assessments, fees or charges on behalf of any governmental authority including, without limitation, Federal Goods and Services Taxes, from the Grantee with respect to any transaction occurring as a result of this Agreement, then the Grantee shall pay the amount of such taxes, assessments, fees or charges to the Grantor, and the Grantor shall remit those amounts to the relevant taxing authority as required by law.

4.0 Change of Status

4.1 The Grantee shall promptly notify the Grantor of the nature and time of all changes in status. Changes in status shall become effective on the first day of the month following the month in which the notice was received by the Grantor. If the status of a well/facility changes, thus qualifying for a lesser rate, the Grantee shall continue to be liable for a higher rate until the first day of the month following the month in which the Grantor receives notice of the new status. If the status of a well /facility changes so the charges should be at a higher rate, the Grantee shall be liable for the greater rate effective on the first day of the month following the month in which the status is changed regardless of when or if the Grantor receives notice of the new status.

4.2 After receipt of notice described in the preceding clause, the Grantor shall adjust the fees accordingly and provide the appropriate refund or supplemental invoice within a reasonable time. At the Grantor's discretion, refunds may be applied as a credit on subsequent invoice(s).

5.0 Road Restrictions

5.1 The Grantor reserves to itself the exclusive control and operation of the Road and the Grantee shall observe all load limits, speed limits, road bans, closures and restrictions whether imposed by governmental authority or by the Grantor if it reasonably deems the Road conditions warrant such restrictions.

5.2 The Grantor shall endeavor to notify the Grantee when anticipated closures or restrictions are to be imposed.

5.3 The Grantor shall not be liable for any loss or damage occurring to the Grantee as a result of the imposition of the said limits, bans, closures and restrictions or of the failure to give reasonable notice thereof to the Grantee.

5.4 The Grantor reserves the right to control the entrances of any access road connected to the said Road and to control the location of signs and culvert installations at such access points.

6.0 Maintenance

6.1 Notwithstanding anything herein contained the Grantor does not make any representation or warranty as to the suitability or fitness of the Road for Grantee's intended use nor does the Grantor give any undertaking to maintain the Road in useable condition.

6.2 Upon written approval from the Grantor, the Grantee may upgrade the Road. The entire cost of such upgrades, together with any incremental costs of maintaining the Road in its upgraded state or abandoning and reclaiming the Road, shall be borne solely by the Grantee.

6.3 For Permanent, Developed, High Grade Roads

The Grantor shall perform and effect such maintenance and repairs to the Road as it deems necessary to maintain it in a condition acceptable for Grantor's use. The Grantor shall have the right to enter upon the Road at its discretion to effect such maintenance and repairs, and the Grantor shall not be responsible or liable to compensate the Grantee for any loss, injury, damage, inconvenience or annoyance suffered therefrom.

6.4 Where the Grantor has no need to maintain trails or undeveloped roads, the Grantee undertakes and agrees that maintenance of the Road shall be the responsibility of the Grantee.

7.0 Damages

7.1 The Grantee agrees that if damage or destruction to the Road, as determined by the Grantor acting reasonably, results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the Road to its previous condition. If the Grantee fails to comply with such instruction within a reasonable time to be determined by the Grantor, the Grantor may restore the Road to its previous condition at the expense of the Grantee. In such event, the Grantee will reimburse the Grantor the Grantor's costs of the restoration within thirty (30) days of receiving the Grantor's invoice.

8.0 Liability and Indemnity

8.1 The Grantee shall use the Road entirely at its own risk and shall be liable for any loss, damage or expense suffered by the Grantor as a direct result of the use of the Road by the Grantee, its employees, agents, contractors or subcontractors, unless such loss, damage or expense is a direct result of the negligence or misconduct of the Grantor, its employees, agents, servants, contractors or subcontractors.

8.2 The Grantee shall indemnify the Grantor against all actions, proceedings, claims, demands and costs suffered by the Grantor directly resulting from the use of the Road by the Grantee, 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 Grantor, its employees, agents, servants, contractors or subcontractors.

8.3 Notwithstanding paragraphs 8.1 or 8.2, neither the Grantor nor the Grantee shall have any liability to the other for any consequential or indirect damages suffered by the other.

9.0 Default

9.1 If the Grantee is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the Grantor to remedy such default, the Grantor may, without limiting any other remedies it may have, terminate this Agreement and the Grantee shall be deemed to have forfeited any and all rights hereunder.

10.0 Insurance

10.1 It shall be the responsibility of the Grantee to maintain and keep in force during the term of this Agreement, for the benefit of the Grantee, the following insurance:

(a) Automobile Liability Insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned or non-owned vehicles used on the Road in the course of operations by the Grantee, with inclusive limits of not less than $1,000,000 (one million dollars) for any one accident.

(b) Comprehensive General Liability Insurance covering the liability of the Grantee for bodily injury and property damage arising from operations of the Grantee in connection with this Agreement (other than the operation of vehicles). The limits of this insurance shall not be less than $1,000,000 (one million dollars) for any one occurrence.

10.2 Upon demand by the Grantor, the Grantee shall provide the Grantor a Certificate of Insurance as evidence of the insurance required by the preceding clause. Insurance policies referred to in paragraph 10.1(b) above shall include a waiver of subrogation in favor of the Grantor and its agents and employees.

10.3 As an alternative to the insurance policies referred to in paragraphs 10.1(a) and 10.1(b), if acceptable to the Grantor, the Grantee may self-insure against the risks normally covered by such policies.

10.4 The Grantee shall use its best efforts to ensure that any of its contractors and agents using the Road, that are not covered by the insurance policies set forth in paragraphs 10.1(a) and 10.1(b) maintain insurance in accordance with the provisions of paragraphs 10.1(a) and 10.1(b) during those contractors' use of the Road.

10.5 The insurance policies shall be endorsed to provide that in the event of any change that could affect the interests of the Grantor, or in the event of their cancellation, the insurers shall notify the Grantor thirty (30) days prior to the effective date of such change or cancellation.

11.0 Arbitration

11.1 If the Grantor and the Grantee cannot agree on any of the matters referred to in Clauses 1.0, 2.0, 7.0 and any other matters that the parties decide in writing to be decided by arbitration, the matter(s) at issue may be submitted to arbitration, the decision of which shall be final and conclusive provided that, in all respects, the provisions of the Arbitration Act of the Province of Alberta, as amended from time to time, shall apply. The costs of any arbitration are to be determined and awarded as the arbitrator(s) may, in their sole discretion, decide.

12.0 Notices

12.1 Notices and invoices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

GRANTOR:

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.
PO Box 1450 Station "M", Calgary, AB T2P 3Y6
Bus:(403) 777-2500
Fax:(403) 777-2609
Attention: Surface Land

GRANTEE:

Ian Kenneth McLeod & Loren Marlene McLeod
Box 171
Leslieville, Alberta
Bus: (403) 729-3063
Fax: (403) 729-3063
Attention:

15.3 This Agreement, as amended from time to time by agreement in writing of the parties, shall be the entire agreement between the Grantor and the Grantee as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Agreement.

The parties have executed this Agreement as of the day and year first above written:

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.

Per: _____ Gordon Timm, Vice President, Land

Per: _____ WILLIAM E. ANDREW, PRESIDENT

Per: _____ IAN KENNETH MCLEOD

Per: _____ LOREE MARLENE MCLEOD

SCHEDULE "A"

PURPOSE AND RATES
Road Use File No. R57460
Addendum #1

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated August 28, 2000, and made between Penn West Petroleum by its managing partner Penn West Petroleum Ltd., as Grantor and Ian Kenneth McLeod & Loree Marlene McLeod, as Grantee.

Effective Date: September 23, 1992

PURPOSE OF USE:

☐ To gain access for the drilling, completion, production and abandonment of a well.

☐ Timber hauling

☐ Geophysical Seismic Access

☒ Other (describe) – access to residence and/or farming operations

*** If the road crosses over freehold land, User shall obtain the written consent of the registered landowner and any occupant and provide Penn West Petroleum by its managing partner Penn West Petroleum Ltd. with a copy of such written consent before User is entitled to exercise the rights granted by this Agreement.**

WELL(S)/FACILITY LOCATION:
NW 23-040-05 W5M – usage for farming quarter
Penn West File No.: S55961

Road Classification: Undeveloped

CONSIDERATION: (subject to GST)
This agreement supercedes the Road Use Agreement dated September 23, 1992 between Saskoil and Ian Kenneth McLeod & Loree Marlene McLeod.

NO MAINTENANCE CHARGES OR FEES TO BE CHARGED

ROAD MAINTENANCE CHARGE FORMULA
(a) Petroleum Well Maintenance Charge
The petroleum well maintenance charge includes all operations up to the time the rig moves off the site and/or the completion rig has moved off the site within one year of the effective date of this Addendum. Payment will be made on the following basis:

Initial Consideration for Drilling First Well	$/km	
Developed Road	$750.00 (or portion thereof)	
Undeveloped Road ($500.00 flat fee)		

Initial Consideration for Subsequent Wells	$/km	
Same Rig/2nd Well/Developed Road	$400.00 (or portion thereof)	
Same Rig/3(+) Wells/Developed Road	$200.00 (or portion thereof)	

Additional Fees during wellsite preparation, drilling and completion operations	$/km/month	
Developed Road	$30.00	

(b) Additional Maintenance Charges
If and when a well is completed and is either put on production or shut in, the following rates will apply:

Producing Well	$/km/month	
Producing Well: Tied-in Developed Road	$12.00	
Producing Well: Trucked/Hauled Developed Road	$30.00	

Shut In Well	
	$100.00/yr flat fee/well

Salvage	
	No Charge

Compressor/Service Rig Move	
	$450.00/move

Minimum Road Use Agreement Preparation Fee	$500.00 Flat Fee
(Initial Consideration charged on all agreements not equaling at least $500.00)	

Grantor's	GST #104140244

AGREED TO AND ACCEPTED this 28th day of August, 2000.

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.

Per: _____ Gordon Timm, Vice President, Land

Per: _____ WILLIAM E. ANDREW, PRESIDENT

Land Approved

Per: _____ IAN KENNETH MCLEOD

Per: _____ LOREE MARLENE MCLEOD

SCHEDULE "B"

PLAN OF ROAD
Road Use File No. R57460
Addendum #1

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated August 28, 2000 and made between Penn West Petroleum by its managing partner Penn West Petroleum Ltd., as Grantor And IAN KENNETH MCLEOD & LOREE MARLENE MCLEOD, as Grantee.

Effective Date: September 23, 1992

CANAC IN HOMESTEAD OILS . MITED

PLAN SHOWING LOCATION OF

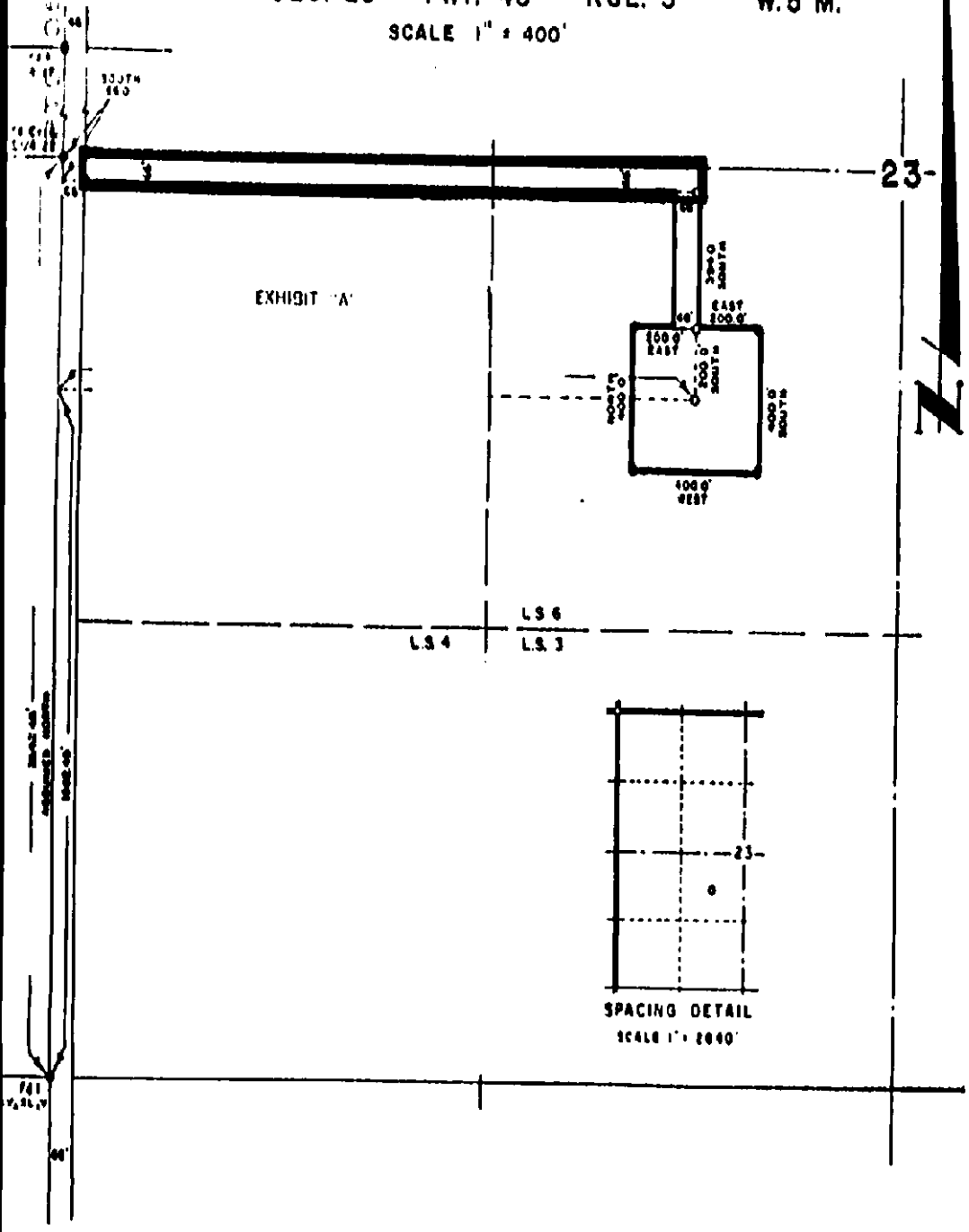
SCHEDULE B

HOMESTEAD et al LEAF 6 - 23 - 40 - 5

IN

LSD. 6 SEC. 23 TWP. 40 RGE. 5 W.5 M.

SCALE 1" = 400'



certify that the survey represented by this plan is orrect and true to the best of my knowledge and was erformed on the 28th day of April A.D. 1966.

WITNESS

LL-CAN ENGINEERING & SURVEYS LTD

urvey Monument found shown thus.....●

/2" Round Iron Bar planted shown thus.....o

ortions referred to outlined thus

istances are in feet and decimals.

CO-ORDINATES 1982.45' N. of S. Bdy. and 1980.00' E of W Bdy of Sec 23-40-5-5

AREAS	Well Site:	3.67	acs.
	Access Road	3.60	acs.
	Total	7.27	acs.

DATUM - BENCH MARK

GROUND ELEVATION: 3472.9'

CANADIAN HOMESTEAD OILS LIMITED

SCHEDULE "C"

FIELD CONTACTS AND ADDITIONAL TERMS
Road Use File No. R57460
Addendum #1

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated August 28, 2000 and made between Penn West Petroleum by its managing partner Penn West Petroleum Ltd., as Grantor and IAN KENNETH MCLEOD & LOREE MARLENE MCLEOD, as Grantee.

Effective Date: September 23, 1992

Grantee shall provide Grantor with 48 hours notice prior to commencement of the intended activity.

Grantee shall comply with any reasonable conditions imposed by Grantor's field representative.

GRANTOR'S FIELD REPRESENTATIVE ADDRESS:

Company:	Penn West Petroleum Ltd.
Address:	Box 6689 Drayton Valley, AB T7A 1S1
Phone:	(780) 542-6618
Fax:	(780) 542-2968
Attention:	Greg Gabert

GRANTEE'S FIELD REPRESENTATIVE ADDRESS:

Company:	
Address:	_____
Phone:	_____
Fax:	_____
Attention:	_____
	_____

ADDITIONAL TERMS:

1. Grantor shall provide Grantor with 48 hours notice prior to commencement of the intended activity.
2. Grantee shall comply with any reasonable conditions imposed by Grantor's field representative.
3. Maximum speed is 50 km or as posted.

4. Grantee shall obey signs, barriers and markers governing or restricting traffic thereon.

5. Grantee shall immediately report to Grantor all accidents causing personal injury or damage to the road.

6. Headlights and running lights shall be on at all times when vehicles are moving.

7. No loaded trucks shall pass any vehicle.

8. No vehicle shall stop or park on any bridge or in the centre of any roadway.

9. A minimum distance of 400m shall be maintained between large moving trucks.

10. All vehicles must carry flares or reflectors to be used as warning devices in the event of a breakdown on the roads.

11. If parking in line on the side of a road, park far enough apart to allow traffic to pass in both directions.

12. There shall be no decking or skidding of any timber on any road right-of-way or within any lease site without the written permission of the Grantor.

13. Maximum load widths shall not exceed 12 feet (3.66 metres).

14. Load limits are at the sole discretion of the Grantor having due regard for weather and road condition.

15. The discharge of firearms from vehicles or along this road or in an area where workers are engaged is prohibited.

THE TERMS OF SCHEDULES "A", "B", & "C" ARE HEREBY AGREED TO this 28th day of August, 2000.

PENN WEST PETROLEUM
by its managing partner
PENN WEST PETROLEUM LTD.

Per: _____ Gordon Timm
Vice President, Land

Per: _____ WILLIAM E. ANDREW
PRESIDENT

Land Approved

Per: _____ IAN KENNETH MCLEOD

Per: _____ LORRE MARLENE MCLEOD

CERTIFICATE OF COMPLIANCE

(Grantee's name & address)

_____

_____

_____

_____

_____

Master Road Use Agreement No. R57460 dated August 28, 2000.

Addendum No.: #1

_____ certifies that the conditions set forth in the above agreement have been fulfilled as of _____. The subject lands are ready for Grantor's final inspection.

Status: _____

D&A as of: _____

Producer as of: _____

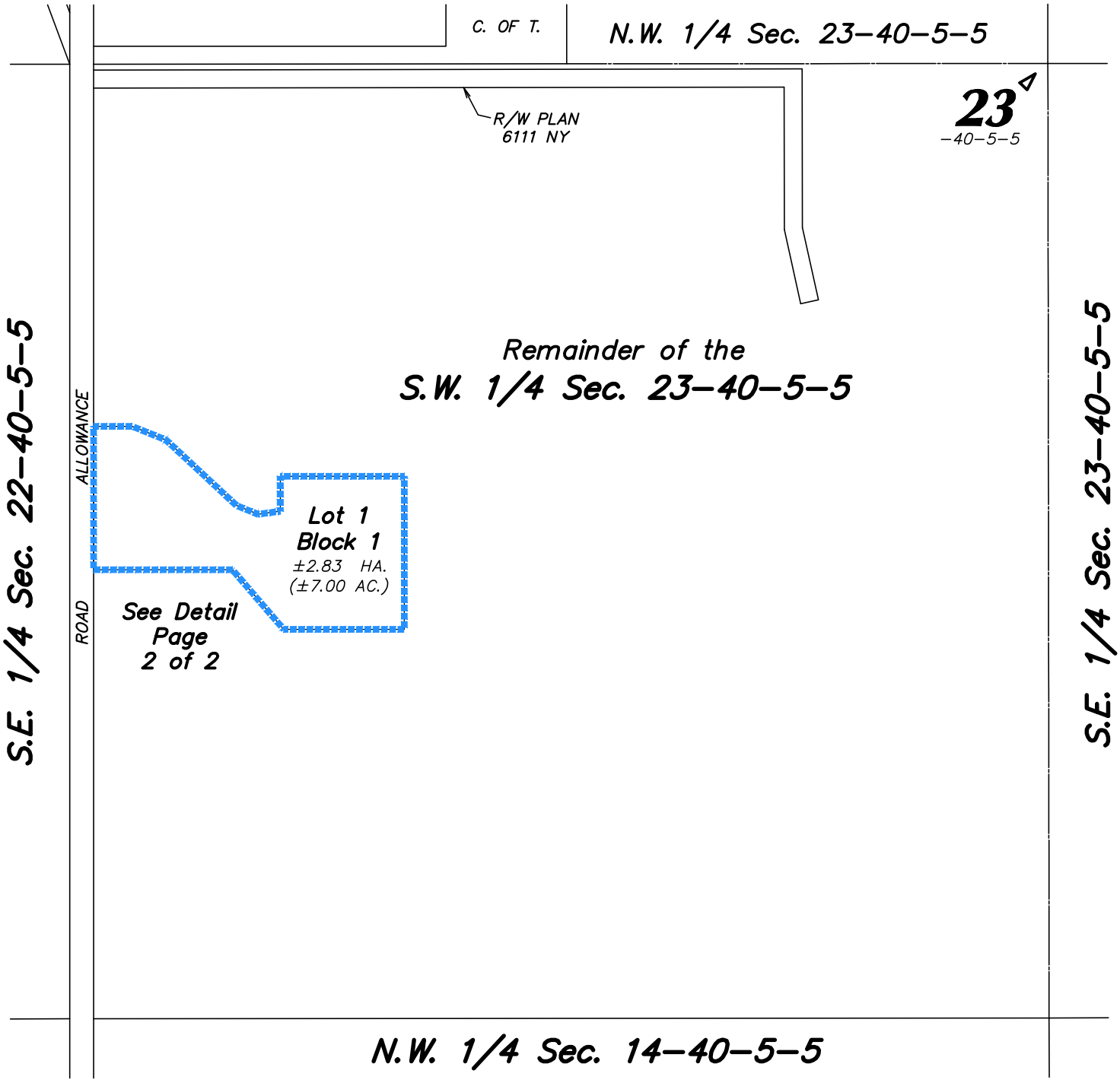
Shut in as of: _____

Other: _____

Maintenance billings, if applicable, shall be in accordance with subject Addendum Schedule 'A'.

Signature: _____

Title: _____



CLEARWATER COUNTY
TENTATIVE PLAN
SHOWING
PROPOSED SUBDIVISION
OF PART OF THE
S.W. 1/4 Sec. 23-40-5-5

SCALE = 1:5000

NOTES:

- Buildings are plotted from aerial photo and are approx.
- Distances shown are in metres.
- Area dealt with is bounded thus — and contains ±2.83 HA. (±7.00 AC.)

REV	DATE	DESCRIPTION
0	Nov. 6, 2026	Issue

DRAWN BY: RFP CHK'D: KV

FILE No: S-070-26 tent

BEMOCO LAND SURVEYING LTD.
100, 6040-47th AVENUE
RED DEER, AB., PH. 403-342-2611
WWW.BEMOCO.COM



CLEARWATER COUNTY
TENTATIVE PLAN
SHOWING
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NOTES:

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