



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0011 003 936 4;21;43;26;NE 102 085 336 +2

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 21 TOWNSHIP 43
SECTION 26
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: CAMROSE COUNTY

REFERENCE NUMBER: 052 302 026 +2

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
102 085 336	16/03/2010	ORDER			SEE INSTRUMENT

OWNERS

GAY JANICE BACKEN
OF BOX 532
SEDEGWICK
ALBERTA T0B 4C0
ADMINISTRATRIX FOR STELLA KATHERINE KNEELAND

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
752 155 155	29/10/1975	UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER NATURAL GAS CO-OP LTD.
872 048 361	06/03/1987	EASEMENT "FOR THE BENEFIT OF SE 35-43-21-W4TH"
912 249 608	16/09/1991	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN: 9121329

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

102 085 336 +2

NUMBER DATE (D/M/Y) PARTICULARS
-----TAKES PRIORITY DATE OF CAVEAT NO. 902093291
03-04-90

072 635 773 25/10/2007 CAVEAT
RE : LEASE INTEREST UNDER 20 ACRES
CAVEATOR - EMBER RESOURCES INC.
PO BOX 477,STN CENTRAL
CALGARY
ALBERTA T2P2J1
AGENT - SEAL.
(DATA UPDATED BY: CHANGE OF ADDRESS 132327997)
(DATA UPDATED BY: TRANSFER OF CAVEAT
192070355)
(DATA UPDATED BY: CHANGE OF ADDRESS 232380125)

072 671 846 14/11/2007 CAVEAT
RE : RIGHT OF WAY AGREEMENT
CAVEATOR - EMBER RESOURCES INC.
PO BOX 477,STN CENTRAL
CALGARY
ALBERTA T2P2J1
AGENT - SEAL.
(DATA UPDATED BY: CHANGE OF ADDRESS 132327999)
(DATA UPDATED BY: TRANSFER OF CAVEAT
192070355)
(DATA UPDATED BY: CHANGE OF ADDRESS 232380129)

092 082 239 18/03/2009 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - RIFE RESOURCES LTD.
400,144-4TH AVE.SW
CALGARY
ALBERTA T2P3N4
AGENT - INTEGRITY LAND INC.

242 111 996 13/05/2024 CAVEAT
RE : LEASE INTEREST
CAVEATOR - LAFARGE CANADA INC.
1800, 10220 103 AVENUE NW
EDMONTON
ALBERTA T5J0K4
AGENT - JOHN PAUL JANSSENS

TOTAL INSTRUMENTS: 007

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF MAY,
2024 AT 08:57 A.M.

ORDER NUMBER: 50501820

CUSTOMER FILE NUMBER: CLHBID/wf



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:

872048361

ORDER NUMBER: 49665714

ADVISORY

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MAR 6 '87

872048361

Dr
L-10

gkcrush

GRANT OF EASEMENT

I, PAMELA KELLER AND ROSS KELLER, Both of R. R. 2, New Norway, Alberta,
as Joint Tenants, (hereinafter referred to as "the Grantor"), being the registered
owners of an estate in fee simple, however, to such encumbrances, liens, and
interests as are notified by the Memorandum underwritten in all that certain
tract of land described as follows:

*E. FOR THE LAND
OF 5622-43-21-1*

The North East Quarter of Section Twenty Six (26)
Township Forty Three (43)
Range Twenty One (21)
West of the Fourth Meridian
Containing 64.7 Hectares (160 Acres) More or Less
Excepting thereout all mines and minerals
(hereinafter called the "servient tenement")

do hereby in consideration of the sum of One (\$1.00) Dollar paid to us by Ross
Keller and Pamela Keller, the registered owners of the dominant tenement
described below (hereinafter called the "Grantees"), the receipt of which
sum we hereby acknowledge, grant to the said Grantees, and their servants,
licensees, lessees, and successors in title, the right to use that portion of the
servient tenement described in Paragraph 1 below to construct, maintain and use
thereon a power pole or poles and lines, an access roadway, and a below-ground septic
tank and field, to provide utilities, access and services to that certain parcel
of land owned by the Grantees and described as follows:

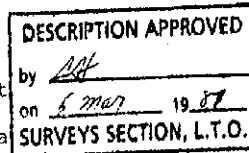
*E. FOR THE
OF 5622-43-21-1*

The South East Quarter of Section Thirty Five (35)
Township Forty Three (43)
Range Twenty One (21)
West of the Fourth Meridian
Containing 64.7 Hectares (160 Acres) More or Less
Excepting thereout all coal and also excepting thereout all other
mines and minerals
(hereinafter called the "dominant tenement").

This Grant of Easement is subject to the following terms:

1. The portion of the servient tenement which the Grantor shall permit the Grantee to use for the purposes aforesaid shall be that portion of the servient tenement as described as follows:

Commencing at the North East corner of the servient tenement, then Southerly along the East boundary a distance of 60 feet, then Westerly and perpendicular to the North ^{East} boundary of the servient tenement a distance of 340 feet, thence Northerly and parallel to the East boundary of the servient tenement to a point on the North boundary thereof, thence Easterly along the North boundary of the servient tenement to the point of commencement.



RAK BR
WCC

2. Without restricting the generality of the foregoing, the Grantor shall permit the Grantee and his servants, licensees, lessces, and successors in title to use the above described portion of the servient tenement for passage to and from the dominant tenement at any time, and such passage may be made with or without vehicles of any description or kind, and with or without animals, for all purposes connected with the use and enjoyment of the dominant tenement as a private residence, farm, and ranch; for the supply of power and other utilities to the dominant tenement; for the operation of a septic tank and field; to repair, alter, maintain or improve the access road, power poles and lines, septic tank and field; and for all purposes incidental thereto.
3. This Grant of Easement shall bind the servient and dominant tenements. The burden and permission under this Grant shall run with and bind the servient

tenement, and the benefit and rights shall run with and be a permanent benefit to the dominant tenement.

IN TESTIMONY WHEREOF we have hereunto subscribed our names this 4
day of March, A.D. 1987.

SIGNED, SEALED AND DELIVERED
in the presence of:

W. C. Hall
WITNESS

) P. Keller
) Pamela Keller
PAMELA KELLER
) Ross Keller
ROSS KELLER

AFFIDAVIT OF EXECUTION

CANADA) I, William A. Andreassen
)
 PROVINCE OF ALBERTA) of the City of Camrose
)
 TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. I WAS PERSONALLY present and did see ROSS KELLER and PAMELA KELLER
 named in the within (or annexed) Instrument, who I (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. THAT THE SAME was executed at Camrose
 in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I KNOW the said, ROSS KELLER and PAMELA KELLER
 and he (she, each) is, in my belief, of the full age of eighteen years.

SWORN before me at Camrose)
)
 in the Province of Alberta)
)
 this 4th day of March)
)
 A.D. 1987)

WCC

W. Lambe

 A Commissioner for Oaths

WENDY LAMBE
 COMMISSION EXPIRES JULY 20, 1989

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

072635773

ORDER NUMBER: 49928209

ADVISORY

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ALBERTA SURFACE LEASE AGREEMENT

This Indenture of Lease made the 30 day of July, A.D. 2007



BETWEEN

GEORGE KNEELAND
of FERINTOSH, in the Province of Alberta
(hereinafter called the "Lessor")

and

APACHE CANADA LTD.
a body corporate of Calgary, Alberta
(hereinafter called the "Lessee")

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

**MERIDIAN 4 RANGE 21 TOWNSHIP 43
SECTION 26
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN
CERTIFICATE OF TITLE NUMBER 052 302 026 +2**

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

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

NOW THEREFORE THIS INDENTURE WITNESSES THAT:

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

YIELDING AND PAYING UNTO THE LESSOR:

(a) **First Year Compensation**
For the first year sum of _____ dollars, which comprises the following:

- | | | |
|----------------------------------|----|-------|
| (i) market value of land granted | \$ | _____ |
| (ii) nuisance & inconvenience | \$ | _____ |
| (iii) adverse effect | \$ | _____ |
| (iv) loss of use | \$ | _____ |
| Total | \$ | _____ |

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

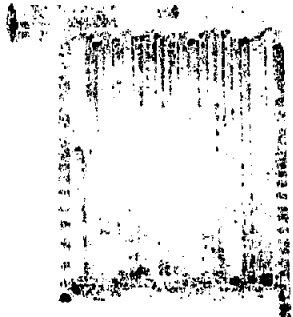
(b) **Annual Compensation**

Annual compensation payable for each subsequent year after the first year in advance of the anniversary of the date of this Lease Agreement, in the sum of _____

_____ dollars, which payment comprises the compensation for adverse effect and loss of use set forth in sub-clauses (a)(iii) and (iv) above.

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

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Illegible text or markings.

Illegible text or markings.

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

1. Quiet Enjoyment :

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

2. Renewal:

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

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

3. Indemnification:

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

4. Fencing:

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

5. Roadways:

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

6. Culverts:

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

7. Weeds:

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

8. Topsoil:

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


9. Compensation for Damages:

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

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

10. Non-Exercise of Rights Granted:

If the first year compensation has not been paid to the Lessor by the Lessee within 365 days of the date of this Lease Agreement, the Lessee shall pay to the Lessor the sum of

 dollars
for the right to survey and all other inconveniences and the said Lease Agreement shall terminate.

11. Repair, Removal or Replacement of Equipment:

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

12. Taxes:

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

13. Compliance with Laws and Regulations:

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



INITIAL

14. Review of Annual Compensation:

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

(Handwritten initials)

15. Reduction of Annual Compensation:

~~15.1 Upon suspension of the Lessee's production operations, resulting in a suspended well(s) as designated by the Energy and Utilities Board ("EUB") the Lessee, on notice to the Lessor, may halve the Annual Compensation payable at that time, effective the next date on which the Annual Compensation would be payable.~~

15.2 Upon resumption of the Lessee's production operations, resulting in a production well(s) as designated by the EUB, the full Annual Compensation shall again be payable, effective the next date on which the Annual would be payable.

15.3 Upon completion, in the Lessee's opinion, of the Lessee's drilling and production operations, including final removal from the leased premises or portion thereof by the Lessee of all above ground buildings, structures, fixtures, material and equipment of any kind, the Lessee, after giving notice to the Lessor, will reduce the Annual Compensation set forth in paragraph (b) above, to the loss of use of

_____ (\$ _____)
~~effective the next anniversary date of this Lease Agreement~~

(Handwritten initials)

16. Surrender and Reclamation:

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

17. Discharge of Encumbrances:

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

18. Assignment:

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

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

19. Default:

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

20. Arbitration:

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

21. Notices:

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

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

22. Addresses:

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

LESSEE: 1000, 700 - 9th Avenue S.W., Calgary, Alberta T2P 3V4 Attention: Manager, Surface Land

LESSOR: R.R. #1, Ferintosh, Alberta T0B 1M0

23. Enurement:

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

(Handwritten initials)

INITIAL

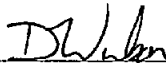
24. Personal Information Consent:

By providing personal information to the Lessee or its affiliates, service providers or agents, the Lessor consents to the Lessee's collection, use, retention and disclosure of such personal information for all purposes and uses as permitted or contemplated under this Agreement and as needed to comply with any legal requirements.

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

SIGNED, SEALED AND DELIVERED

By the above named Lessor in the presence of:



WITNESS DANIEL WILSON

LESSOR:



GEORGE KNEELAND

LESSEE:

APACHE CANADA LTD.

Per: _____

Per: _____



INITIAL

I/We, the landowner(s)/occupant(s), consent to the location of the Well Site and Access Road as shown and have no objections to the EUB issuing a drilling licence.

[Signature]
Date July 30/07

WELL CENTRE CO-ORDINATES:			
AS REQUESTED:	460.0 S. of N. 50.0 W. of E.	Bdy. of Sec. 26	
AS PLACED:	420.0 S. of N. 60.0 W. of E.		
REASON: TOPOGRAPHY			

LANDOWNER(S):
- GEORGE KNEELAND
C. of T.: 052 302-026 +2

GEOGRAPHIC and UTM CO-ORDINATE TABLE				
NAD 27	UTM ZONE 12 N. ATS Ver: March 2005		(GEOGRAPHIC CO-ORDS: D.M.S.)	
	UTM CO-ORDINATES		GEOGRAPHIC CO-ORDINATES	
	North	East	N. Latitude	W. Longitude
Proposed Well Centre	5844614.8	369635.7	52°44'15.441"	112°55'51.174"

[Handwritten initials]

ACL FERINTOSH 9-26-43-21

Well Site and Access Road

L.S. 9 Sec. 26 Twp. 43 Rge. 21 W.4M.

CAMROSE COUNTY

I, Arthur J. Tarapaski, Alberta Land Surveyor, of Calgary, Alberta, certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and the field survey was performed on the 22nd and 23rd days of June, 2007.

[Signature]
Arthur J. Tarapaski
Alberta Land Surveyor
Date Signed: July 4th, 2007

[Signature]
Witness (printing name)



MIDWEST SURVEYS INC.

WELL LICENCE INFORMATION THE PROPOSED WELL CENTRE IS:

- | | | |
|---|---|--|
| - Outside Designated Significant Historical Sites or Areas | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| - Outside any potential coal development area | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 1.5 km from the Corporate Limits of a City, Town, Village or Hamlet | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 100m from the Ordinary High Water Mark of any water body | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 100m from any surface improvements | <input type="checkbox"/> | <input type="checkbox"/> -(See Proximity Note) |
| - At least 40m from any surveyed road/road allowance | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 5.0 km from a lighted aerodrome | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 1.6 km from an unlighted aerodrome | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 200m from any water well | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Approximately 3.16km S.E. from the nearest urban centre. (Village of Ferintosh) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Approximately 15.18km N.E. from the Town of Bashaw. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Approximately 0.43km from the nearest surface development. (Residence in S.E. 35-43-21 W.4M.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

NOTE:
EUB information provided by IHS Energy

SURFACE CO-ORDINATES:

420.0 South of North bdy. } Sec. 26
60.0 West of East bdy. }

GEOGRAPHIC CO-ORDINATES:

52.737687° Latitude } NAD 83
-112.931857° Longitude } ATS Ver. March 2005

UTM CO-ORDINATES:

5844841.3 N. } NAD 83
369574.5 E. } ZONE 12 N.

ELEVATIONS: 755.7 Well Centre Ground

Well Site Corner Elevations
N.W. 755.71 N.E. 756.46
S.W. 753.58 S.E. 754.72

AREAS:

	hectares	acres
Well Site:	0.800	1.98
Access Road:	0.015	0.04
Total:	0.815	2.02

LEGEND:

Well Centre shown thus:

Statutory Iron Posts found shown thus:

30cm Iron Spikes shown thus: Placed = Found =

Wooden hubs shown thus: Placed = Found =

Power Pole shown thus:

Portions referred to bounded thus:

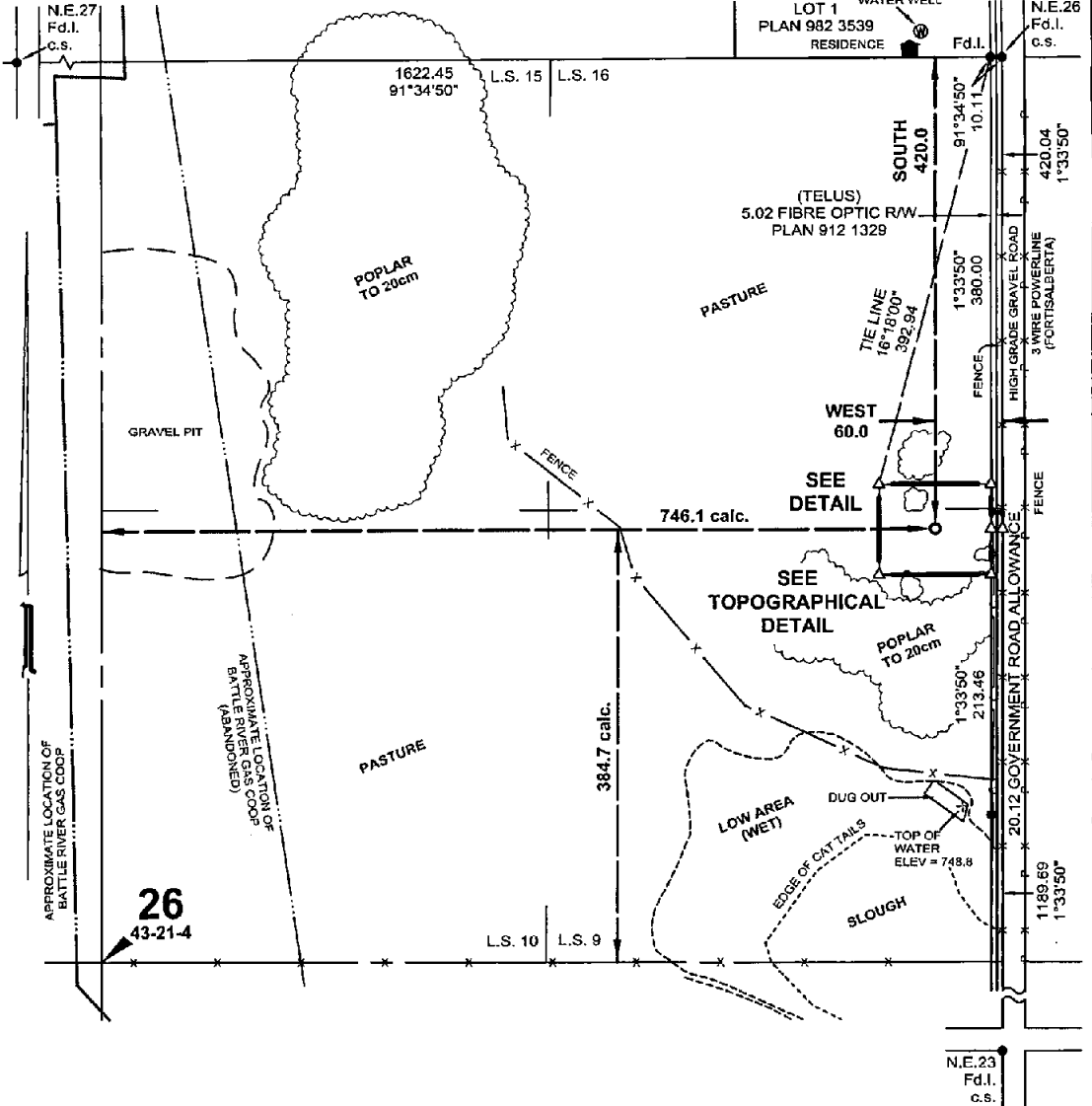
Distances are in metres and decimals thereof.
Bearings are UTM Grid, NAD 83, Reference Meridian 111° (Zone 12N) and are derived by GPS Observations.

GEODETTIC DATUM:

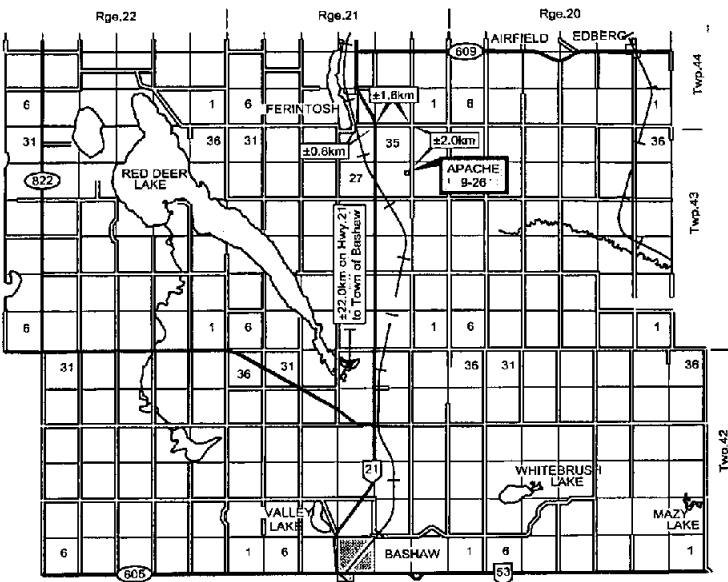
Canadian Active Control System
Geodetic Station No. 756047 (Priddis)
Elev = 1263.753



No.	DATE	REVISION / ISSUED	JOB NO.	SCALE 1:50000		MIDWEST SURVEYS CALGARY 403-244-7471 C-0862-07-1
	JULY 4, 2007	PLAN ISSUED	C-0862-07	Apache File No.: A019351 Apache AFE No.: CT-07-1076		
SURVEYED BY: A.W.		CALCD BY: S.M.	DRAWN BY: T.L.			



26
43-21-4



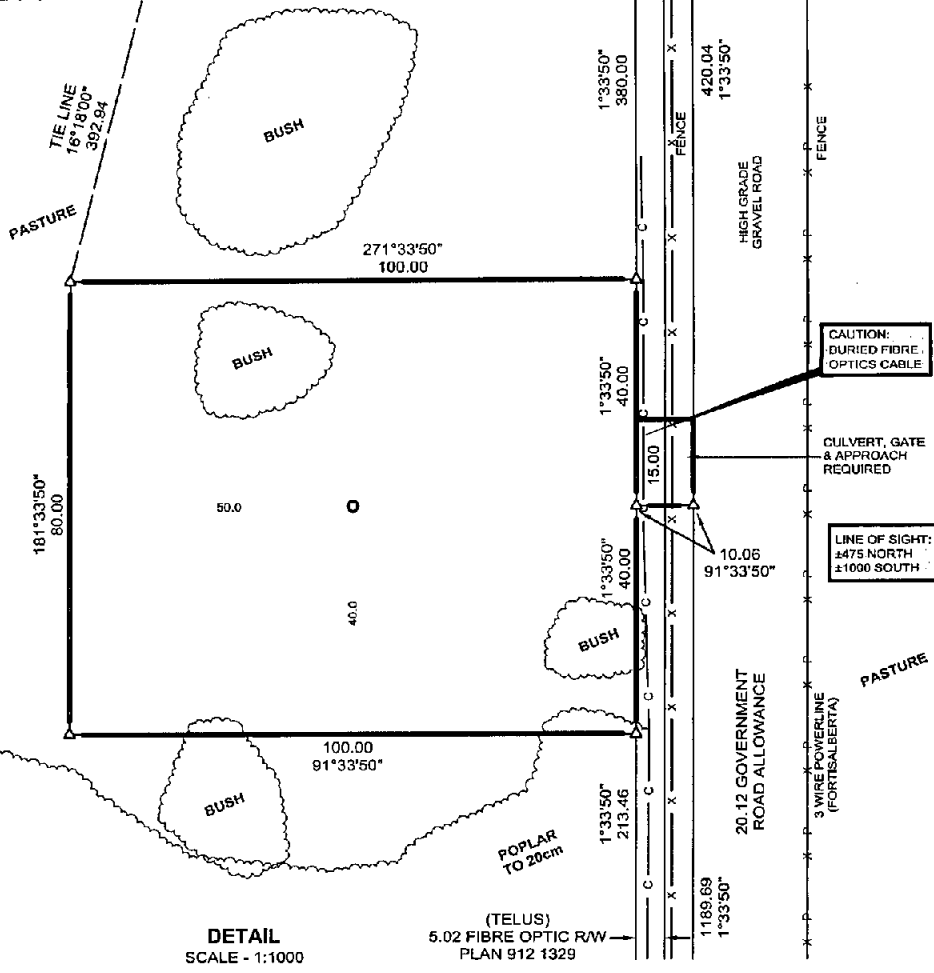
ACCESS SKETCH
SCALE 1:250,000

(Handwritten signature)

WELL LEGEND:

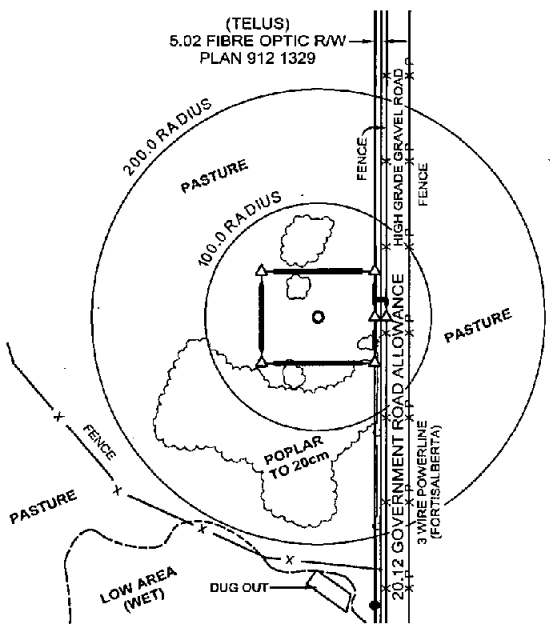
- LOCATION / STANDING
- ⊗ WATER WELL

No.	DATE	REVISION / ISSUED	JOB NO.	ACL FERINTOSH 9-26-43-21 (W.4M.)			
	JULY 4, 2007	PLAN ISSUED	C-0882-07				



DETAIL
SCALE - 1:1000

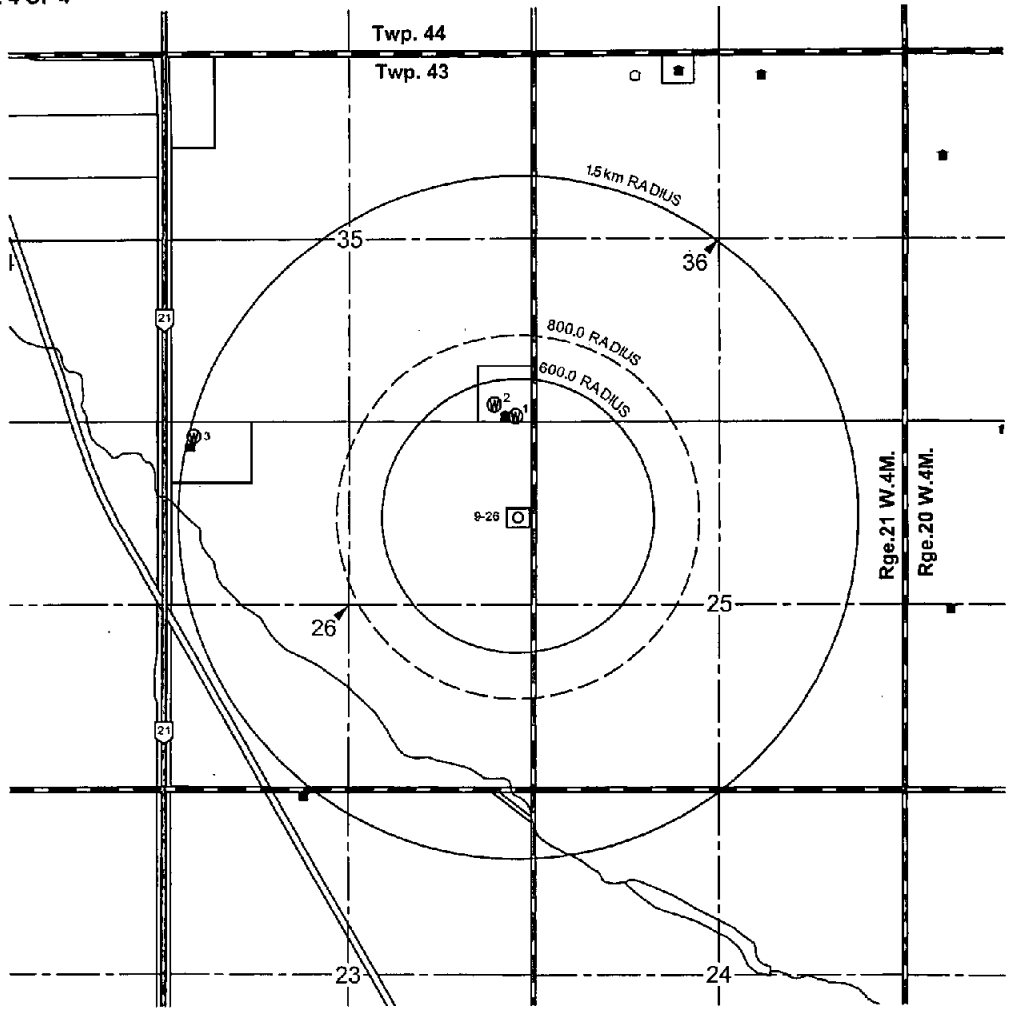
(TELUS)
5.02 FIBRE OPTIC R/W
PLAN 912 1329



TOPOGRAPHICAL DETAIL
SCALE - 1:5000

PROXIMITY NOTE:
FROM PROPOSED WELL CENTRE:
- ±51 @ 91°35' TO BURIED FIBRE OPTICS CABLE
- ±60.1 @ 91°34' TO W. BDY GOVERNMENT ROAD ALLOWANCE
- ±80 @ 91°34' TO 3 WIRE POWERLINE (FORTSALBERTA)
- ±427 @ 358°30' TO RESIDENCE
- ±870 @ 181°02' TO PROPOSED 1-26 WELL CENTRE
- ±1266 @ 228°17' TO PROPOSED 3-26 WELL CENTRE

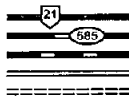
No.	DATE	REVISION / ISSUED	JOB NO.	ACL FERINTOSH 9-26-43-21 (W.4M.)
	JULY 4, 2007	PLAN ISSUED	C-0862-07	



WATER WELL AND RESIDENCE SKETCH
SCALE 1:25000

LEGEND:

PRIMARY HIGHWAY
SECONDARY HIGHWAY
DEVELOPED ROAD
UNDEVELOPED ROAD
EXISTING ACCESS ROAD



WELL LOCATION
WELL CENTRE
DENOTES RESIDENCE (OCCUPIED)
DENOTES RESIDENCE (ABANDONED)
DENOTES WATER WELL



WATER WELL TABLE					
LOCATION	WATER WELL	NAD 83 GEOGRAPHIC COORDS (DECIMAL DEGREES)		GROUND ELEVATION	DISTANCE & BEARING FROM WELL CENTRE
		N. Latitude	W. Longitude		
S.E.35	1	52.741692°	-112.932039°	767.3	±443 @ 0°00'
S.E.35	2	52.742133°	-112.933457°	765.4	±504 @ 349°13'
N.W.26	3	52.740925°	-112.953342°	749.1	±1494 @ 285°24'

NOTE: Bearings are UTM Grid, NAD 83, Reference Meridian 111° (Zone 12N)
 GEODETIC DATUM: Geodetic Station No. 758047 (Priddis)
 Elev = 1283.753
 Distances are in metres and decimals thereof.

No.	DATE	REVISION / ISSUED	JOB NO.	ACL FERINTOSH 9-26-43-21 (W.4M.)			
	JULY 4, 2007	PLAN ISSUED	C-0682-07	MIDWEST SURVEYS INC.	SCALE 1:5000	Apache File No.: A019351	Apache AFE No.: CT-07-1076
				C-0682-07-1			

CONSENT OF SPOUSE

I, _____, being married to the above named _____

DO HEREBY give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

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

Dated at _____ in the Province of Alberta this _____ day of _____ A.D. 2007.

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

DOWER AFFIDAVIT

CANADA) I, GEORGE KNEELAND
PROVINCE OF ALBERTA) of FERINTOSH
TO WIT:) in the Province of Alberta, _____

MAKE OATH AND SAY:

- 1. That I am the Lessor / Owner named in the within instrument.
2. That I am Not married.

- OR -

(Handwritten initials)

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

- OR -

I am married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____, _____ as instrument number _____.

- OR -

~~A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on _____~~

(Handwritten initials)

SWORN BEFORE ME At Area of Ferintosh,
in the Province of Alberta, this 30 day of
July, 2007.

(Handwritten signature)
GEORGE KNEELAND

(Handwritten signature)
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

DANIEL J. WILSON
A Commissioner for Oaths in
and for the Province of Alberta.
My Commission expires Nov. 21, 2008

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I, (We) **GAY BACKEN**, of **SEDGEWICK**, in the Province of Alberta having an interest in the within lands:

NE-26-43-21-W4M

DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the **ALBERTA SURFACE LEASE AGREEMENT** granted by **GEORGE KNEELAND** as Lessor to **APACHE CANADA** as Lessee dated the 30 day of July A.D. 2007 shall be fully bound by all the terms and conditions thereof both now and henceforth.

Dated at Town of Forestberg in the Province of Alberta this 31 day of August A.D. 2007.

Daniel Wilson
Witness: DANIEL WILSON

GAY BACKEN
GAY BACKEN

AFFIDAVIT OF EXECUTION

CANADA) I, DANIEL WILSON
PROVINCE OF ALBERTA) of RED DEER
TO WIT:) in the Province of Alberta LAND AGENT

MAKE OATH AND SAY:

- 1. I was personally present and did see **GAY BACKEN** named in the within mentioned instrument, who is personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
- 2. That the same was executed at the Town of Forestberg in the Province of Alberta and that I am the subscribing witness thereto.
- 3. That I know the said **GAY BACKEN** and he (she, each) is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of Red Deer)
in the Province of Alberta, this)
4 day of September A.D. 2007)
)
)
)
)
)
)
A COMMISSIONER FOR OATHS)
IN AND FOR THE PROVINCE OF ALBERTA)

Daniel Wilson
DANIEL WILSON

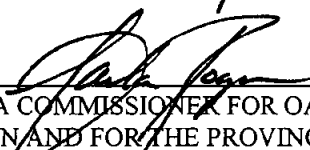
CARLA ROGERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 12, 2010
Appointee #0709824


AFFIDAVIT OF EXECUTION

CANADA) I, DANIEL WILSON
PROVINCE OF ALBERTA) of RED DEER
TO WIT:) in the Province of Alberta, LAND AGENT

MAKE OATH AND SAY:

1. I was personally present and did see **GEORGE KNEELAND** named in the within mentioned instrument, who is personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the Area of Ferintosh in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said see **GEORGE KNEELAND** and (he/she/each) is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of Red Deer,)
in the Province of Alberta, this)
4 day of September A.D. 2007.)
)
A COMMISSIONER FOR OATHS)
IN AND FOR THE PROVINCE OF ALBERTA)


DANIEL WILSON

CARLA ROGERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 12, 2010
Appointee #0709824

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that APACHE CANADA LTD., of Calgary in the Province of Alberta, claims an interest by virtue of an Alberta Surface Lease Agreement for a Wellsite and Access Road consisting of 2.02 Acres, made in writing dated the 30 day of JULY, 2007 between GEORGE KNEELAND as LESSOR and APACHE CANADA LTD. as LESSEE in:


**MERIDIAN 4 RANGE 21 TOWNSHIP 43
SECTION 26
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS**

Being lands described in Certificate of Title Number 052 302 026 +2 standing in the register in the name of GEORGE KNEELAND 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 APACHE CANADA LTD., #1000, 700 - 9th Avenue SW, Calgary, T2P 3V4 in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 15th DAY OF October, 2007.

APACHE CANADA LTD.
By Its Agent
ACCESS LAND SERVICES LIMITED



Dean Stutheit, Pres.

seal

CANADA)
PROVINCE OF ALBERTA) I, Dean Stutheit
TO WIT:) of Red Deer
in the Province of Alberta, Land Agent

MAKE OATH AND SAY:

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

SWORN BEFORE ME at the)
City of Red Deer)
in the Province of Alberta, this)
15 Day of October A.D. 2007)



Dean Stutheit



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

CARLA ROGERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 12, 2010
Appointee #0709824



072635773

072635773 REGISTERED 2007 10 25
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 5170615 ADR/JKAKOSCH
LINC/S: 0011003936

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

072671846

ORDER NUMBER: 49928209

ADVISORY

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

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

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

✓ TAKE NOTICE that APACHE CANADA LTD., of Calgary in the Province of Alberta, claims an interest by virtue of an Alberta Right-of-Way Agreement consisting of 1.48 Acres, made in writing dated the 30 day of July, 2007 between GEORGE KNEELAND as GRANTOR and APACHE CANADA LTD. as GRANTEE in:

**MERIDIAN 4 RANGE 21 TOWNSHIP 43
SECTION 26
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS**

Being lands described in Certificate of Title Number 052 302 026 +2 standing in the register in the name of GEORGE KNEELAND 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 APACHE CANADA LTD., #1000, 700 - 9th Avenue SW, Calgary, T2P 3V4 in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 5th DAY OF NOVEMBER, 2007.

APACHE CANADA LTD.
By Its Agent
ACCESS LAND SERVICES LIMITED



Dean Stutheit, Pres.

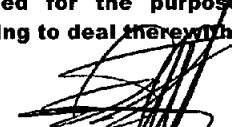
CANADA)
PROVINCE OF ALBERTA) I, Dean Stutheit
TO WIT:) of Red Deer
in the Province of Alberta, Land Agent

Real

MAKE OATH AND SAY:

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

SWORN BEFORE ME at the)
City of Red Deer)
in the Province of Alberta, this)
5 Day of November A.D. 2007)



Dean Stutheit



A COMMISSIONER FOR OATHS IN
AND FOR THE PROVINCE OF ALBERTA

CARLA ROGERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 12, 2010
Licence #0709824

ALBERTA RIGHT-OF-WAY AGREEMENT

Apache File: A019353

This Right-of-Way Agreement made the 30 day of July, 2007, (hereinafter referred to as the "ROW Agreement").

BETWEEN:

GEORGE KNEELAND
of FERINTOSH, in the Province of Alberta
(hereinafter called the "Grantor"),

and

APACHE CANADA LTD.
a body corporate having an office at the City of Calgary, in the Province of Alberta
(hereinafter called the "Grantee")

The Grantor being the registered owner or entitled to become the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, and described as follows:

MERIDIAN 4 RANGE 21 TOWNSHIP 43
SECTION 26
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN
CERTIFICATE OF TITLE NUMBER 052 302 026 +2

(hereinafter called the "said lands"). In consideration of the sum of ***** (\$1.00) Dollar (receipt of which is hereby acknowledged) paid to the Grantor by the Grantee and in consideration of the covenants hereinafter contained the Grantor DOES HEREBY GRANT, CONVEY, TRANSFER AND SET OVER, to and unto the Grantee, its successors and assigns a right-of-way across, over, under, on or through the said lands to construct, operate and maintain a pipeline or pipelines including accessories and appurtenances and for any other purpose preparatory or incidental thereto including the right to repair or replace the said pipeline or pipelines. The right to construct more than one pipeline in the right-of-way hereby granted shall be limited to one construction operation.

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

1. FILING PLAN OF SURVEY

The Grantee agrees that on or before one year after the date of this ROW Agreement it will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way being FIFTEEN (15.0) meters in width across the said lands in the approximate location as shown on a sketch plan initiated by the parties and delivered to the Grantor upon signing of this ROW Agreement. If the Grantee has not either filed a Plan of Survey within the one year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right-of-way to be substantially in the location shown on the sketch plan, on or before one year from the date hereof, this ROW Agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this ROW Agreement from the title to the said lands.

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

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

3. ADDITIONAL PAYMENT

Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the lands, whichever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of

_____ Dollars per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this ROW Agreement, this ROW Agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this ROW Agreement from the title to the lands.

4. PROTECTION OF RIGHT-OF-WAY

- (a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way:
i. The Grantor shall not use the right-of-way for any purpose which might either interfere with the rights granted herein to the Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee. No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.
ii. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.
(b) The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the said pipeline, pipelines, and right-of-way, in connection with the excavation, drilling, installation, erection, repair or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the right-of-way.

[Signature] Initial

100-100000-1

100-100000-1

5. REMOVAL OF PROPERTY

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

6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee.

7. LIABILITY

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

8. TOPSOIL

Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor, strip the topsoil from the ditch line prior to construction to such width as may be required under good oil field practices and in compliance with existing regulations and replace the topsoil as near as possible to its original condition following construction.

9. TAXES

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

10. ABOVE GROUND INSTALLATION

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

11. DISCONTINUANCE AND ABANDONMENT

Upon the discontinuance of use of the said right-of-way and of the exercise of the right(s) hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the said lands were prior to the entry thereon and the use thereof by the Grantee; provided however, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this ROW Agreement upon abandonment of the said right-of-way.

12. DISCHARGE OF ENCUMBRANCES

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

13. ARBITRATION

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

14. DEFAULT

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

15. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations under this ROW Agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee.

16. ADDITIONAL TERMS

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

17. ASSIGNMENT

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

 Initial

18. QUIET ENJOYMENT

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

19. PERSONAL INFORMATION CONSENT

By providing personal information to the Grantee or its affiliates, service providers or agents, the Grantor consents to the Grantee's collection, use, retention and disclosure of such personal information for all purposes and uses as permitted or contemplated under this ROW Agreement and as needed to comply with any legal requirements.

20. NOTICES

All notices to be given hereunder may be given by registered letter addressed:

to the Grantee at: 1000, 700 – 9TH AVENUE SW, CALGARY, ALBERTA T2P 3V4

and to the Grantor at: R.R. #1, FERINTOSH, ALBERTA T0B 1M0

or such other addresses as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this 30 day of July, 2007.

SIGNED, SEALED AND DELIVERED
in the presence of:

Daniel Wilson
Witness: DANIEL WILSON

George Kneeland
GEORGE KNEELAND

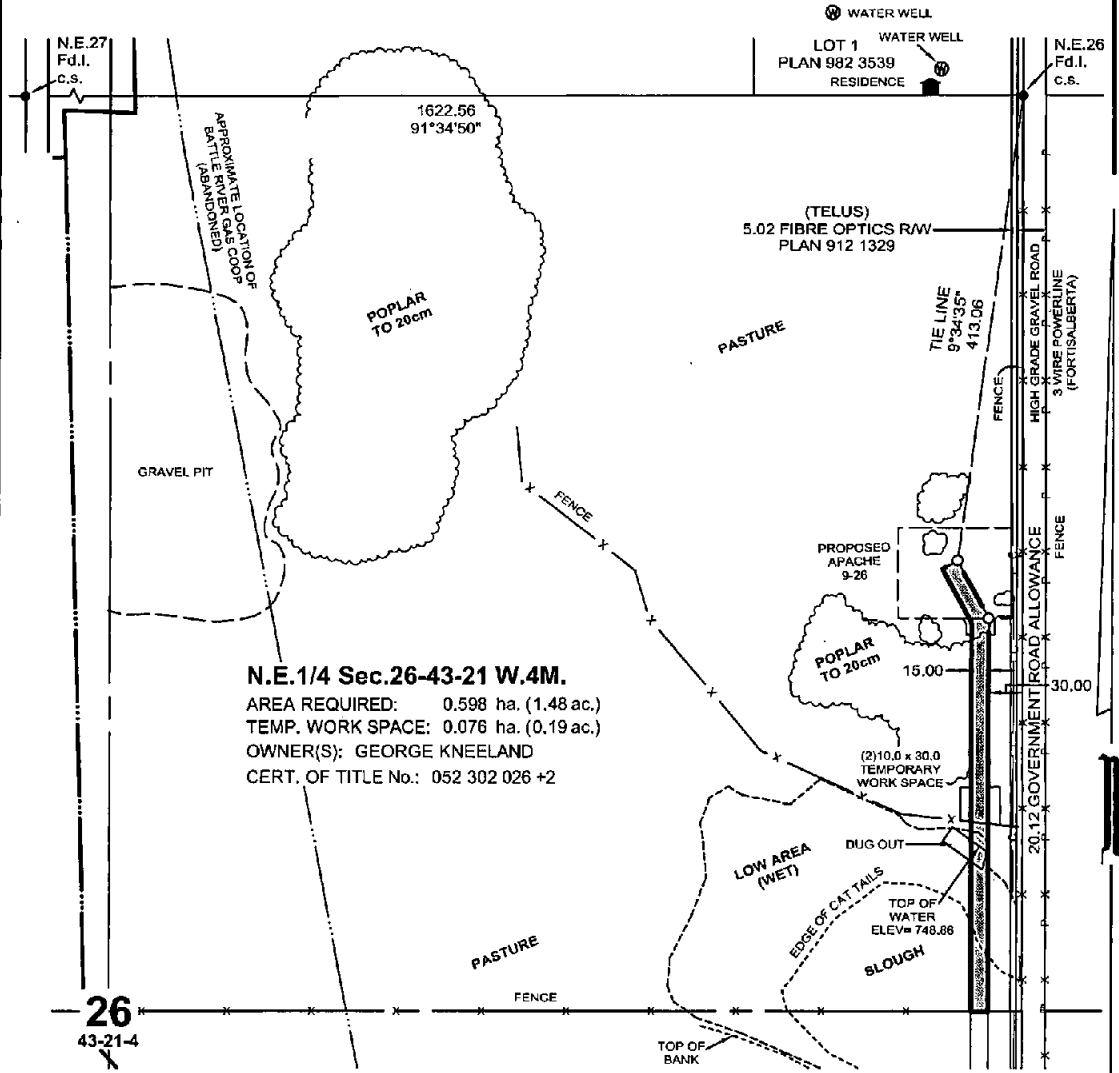
APACHE CANADA LTD.

Per: _____

Apache

CANADA LTD.

PIPELINE RIGHT OF WAY INDIVIDUAL OWNERSHIP PLAN



N.E. 1/4 Sec. 26-43-21 W. 4M.
 AREA REQUIRED: 0.598 ha. (1.48 ac.)
 TEMP. WORK SPACE: 0.076 ha. (0.19 ac.)
 OWNER(S): GEORGE KNEELAND
 CERT. OF TITLE No.: 052 302 026 +2

I/We, the landowner(s)/occupant(s), consent to the location of the Pipeline Right of Way as shown and have no objections to the EUB issuing a pipeline permit/licence.

Dated this 30th day of July, 2007.

George Kneeland

This plan certified correct this
9th day of July, 2007.

Arthur J. Tarapaski
 Arthur J. Tarapaski
 Alberta Land Surveyor



Distances are in metres and decimals thereof
 Survey Monuments found shown thus: ●
 Survey Monuments placed shown thus: ○
 Portion referred to shown thus:
 Temporary Work Space shown thus:

No.	DATE	REVISION / ISSUED	JOB No.	SCALE 1:5000	MIDWEST SURVEYS INC. CALGARY-403-244-7471, FAX-244-2466
	JULY 8, 2007	- PLAN ISSUED	C-0861-07		
SURVEYED BY: A.W.		CALC'D BY: S.M.	DRAWN BY: T.L.	Apache File No.: A019353 Apache AFE No.: CT-07-1077	MIDWEST SURVEYS C-0861-07

CONSENT OF SPOUSE

I, _____, being married to the above named _____

DO HEREBY give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

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

Dated at _____ in the Province of Alberta this _____ day of _____ A.D. 2007.

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

DOWER AFFIDAVIT

CANADA) I, GEORGE KNEELAND
PROVINCE OF ALBERTA) of FERINTOSH
TO WIT:) in the Province of Alberta, _____

MAKE OATH AND SAY:

- 1. That I am the Lessor / Owner named in the within instrument.
2. That I am Not married.

- OR -

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

- OR -

I am married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____, _____ as instrument number _____.

- OR -

~~A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on _____.~~

SWORN BEFORE ME At Area of Ferintosh
in the Province of Alberta, this 30 day of July, 2007.

Signature of George Kneeland
GEORGE KNEELAND

Signature of Daniel J. Wilson
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

DANIEL J. WILSON
A Commissioner for Oaths in
and for the Province of Alberta.
My Commission expires Nov. 21, 2008

AFFIDAVIT OF EXECUTION

CANADA) I, DANIEL WILSON
PROVINCE OF ALBERTA) of RED DEER
TO WIT:) in the Province of Alberta, LAND AGENT

MAKE OATH AND SAY:

- 1. I was personally present and did see **GEORGE KNEELAND** named in the within mentioned instrument, who is personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
- 2. That the same was executed at the Area of Ferintosh in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. That I know the said see **GEORGE KNEELAND** and (he/she/each) is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of Red Deer,)
in the Province of Alberta, this)
)
31 day of July A.D. 2007.)
)
)
[Signature])
A COMMISSIONER FOR OATHS)
IN AND FOR THE PROVINCE OF ALBERTA)

[Signature]
DANIEL WILSON

CARLA ROGERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires July 12, 2010
Appointee #0709824



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LEASE

This Agreement is entered into effective the 1st day of March, 2024 (the "Effective Date").

BETWEEN:

**Gay Janice Backen,
Administratrix for Stella Katherine Kneeland
(the "Lessor")**

-and-

**LAFARGE CANADA INC.
(the "Lessee")**

WHEREAS:

- A. The Lessor is the owner of certain property in Camrose County legally described as:
 - Meridian 4 Range 21 Township 43
 - Section 26
 - Quarter North East
 - Excepting Thereout All Mines and Minerals
 - Area: 64.7 Hectares (160 Acres) More or Less

(the "Lands").

- B. The Lessee previously carried on a sand and gravel extraction operation on a portion of the Lands pursuant to a written lease agreement with the Lessor dated June 1st, 2021, and the Lessee is in the process of completing its reclamation obligations in respect of that portion of the Lands shown shaded light green and identified as the Reclaimed Lands in the plan attached as Schedule "A" hereto (the "Reclamation Lands").

- C. The Lessor has agreed to grant the Lessee a lease of the Reclamation Lands on the terms and condition set out herein.

THIS AGREEMENT WITNESSES THAT in consideration of \$1.00 paid by the Lessee to the Lessor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Lease

- a. The Lessor hereby leases the Reclamation Lands to the Lessee for the Term and pursuant to the provisions set forth in this Agreement and agrees that the Lessor shall have exclusive possession of the Reclamation Lands during the Term.

- b. The Lessee agrees to use the Reclamation Lands during the Term for the sole purpose of obtaining a final reclamation certificate in respect of the Reclamation Lands (the "Reclamation Certificate") from Alberta Environment and Parks ("AEP") and shall not use the Reclamation Lands for any other purpose whatsoever.
- c. The Lessor hereby agrees not to carry on any activity on the balance of the Lands excluding the Reclamation Lands that would interfere with or impede the Lessee's efforts to obtain a Reclamation Certificate from AEP in respect of the Reclamation Lands or otherwise interfere with the Lessee's rights under this Agreement.

2. Term

The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire on the earlier of (i) December 31, 2027 (the "Specified Date"), and (ii) the date upon which the Lessee receives the Reclamation Certificate from AEP regarding the Reclamation Lands PROVIDED HOWEVER that if the Reclamation Certificate has not been obtained by the then applicable Specified Date, the Lessee may upon providing written notice to the Lessor any time prior to the expiry of the Term or any extension thereof, extend the Specified Date to a date that is six (6) months after the then applicable Specified Date until the Reclamation Certificate has been obtained. The Lessee agrees to give the Lessor prompt written notice once a Reclamation Certificate has been obtained. Notwithstanding anything to the contrary in this Lease, in no event shall the Term of this Lease exceed twenty (20) years from the Effective Date.

3. Use of Lands

- a. The Lessee, together with its employees, agents, and contractors, will have exclusive right to enter into and upon and use the Reclamation Lands throughout the Term to conduct such activities as the Lessee deems necessary or expedient in connection with the reclamation of the Reclamation Lands, including without limitation conducting assessments and inspections, and activities related to weed control, seeding, decompaction, and erosion control.
- b. The Lessee shall have the non-exclusive right to access and cross the remainder of the Lands through the existing access road (including with machinery and equipment) in order to gain access to the Reclamation Lands and the Lessor covenants not to impede such access. The Lessor agrees not to remove the existing access road located on the Lands or the topsoil pile currently located on the Lands (as shown on Schedule "A") until this Agreement has been terminated.
- c. The Lessor shall not, without the prior written consent of the Lessee, enter onto or access the Reclamation Lands or permit any livestock to enter onto the Reclamation Lands nor move any fences or barriers which have been placed on the Lands or Reclamation Lands by or on behalf of the Lessee.

4. Rent and Taxes

- a. In consideration of the lease herein granted, the Lessee shall pay to the Lessor \$1.00 per year, the receipt and sufficiency of which is hereby acknowledged.
- b. The Lessor covenants to pay all taxes or rates that may be assessed on the Lands. If the operations of the Lessee cause the tax rates to increase for the Lands, the Lessee agrees to pay the Lessor the difference in the property taxes. The Lessee will be responsible for taxes applying to improvements placed or caused to be placed on the Lands by the Lessee.

5. Lessee's Covenants

- a. In connection with its access to and use of the Reclamation Lands, the Lessee covenants to:
 - i. Observe all applicable laws, licenses, and permits, and obtain, pay for, and renew all permits, licenses, and permissions that may be required by governmental agencies or third parties necessary for or as a result of this Agreement and use or occupancy of the Reclamation Lands;
 - ii. Use commercially reasonable efforts to complete the reclamation of the Reclamation Lands and obtain a Reclamation Certificate; and
 - iii. Keep and maintain the Reclamation Lands free from waste, and keep and maintain any fences or barriers which have been placed or caused to be placed on the Lands by the Lessee in a reasonable state of repair.

6. Insurance and Indemnity

- a. The Lessee covenants and agrees to indemnify and save the Lessor harmless from and against all liability, claims and causes of action for injury to or death of persons and damage to or loss or destruction of property resulting from the use or occupancy of the Reclamation Lands by the Lessee, except any liabilities, claims or causes of action resulting from or attributable in any way to the exercise of any right reserved to the Lessor (or its agents, employees, or persons claiming through or under it) or the breach of this agreement by the Lessor (or its agents, employees, or persons claiming through or under it).
- b. The Lessee agrees to carry commercial general liability insurance of two million (\$2,000,000.00) dollars with coverage for broad form contractual liability, non-owned automobile, property damage, bodily injury including death, and sudden and accidental pollution resulting from the Lessee's use or occupancy of the Reclamation Lands.
- c. The Lessor covenants and agrees to indemnify and save the Lessee harmless from and against all liability, claims and causes of action for injury to or death of persons and

damage to or loss or destruction of property resulting from any damages caused to the Reclamation Lands by the Lessor (or its agents, employees, or persons claiming through or under it) or the breach of this Agreement by the Lessor.

7. Force Majeure

If the Lessee is prevented from or delayed in performance of any of its obligations hereunder by weather conditions, fire, strikes, lockouts, government regulations, or any other cause beyond the Lessee's reasonable control and not due to any action or conduct of the Lessee, the time for the performance of such obligations by the Lessee shall be extended for a period of time equal in length to the time during which the Lessee was impeded.

8. Caveats

The Lessee may register a caveat respecting this Lease against title to the Lands. Upon registration of such caveat, the Lessee covenants to discharge the caveats it has caused to be registered against title to the Lands as instruments nos. 202 242 116 and 202 242 117.

9. Assignment and Enurement

- a. The Lessee shall not assign this agreement without the consent of the Lessor, which consent shall not be unreasonably withheld.
- b. This agreement shall enure to the benefit of the parties and their respective heirs, executors, and permitted assigns, and with respect to the Lessor, successors in title to the Lands.

10. Notice

Any notice required or permitted to be given hereunder shall be given by email or mailed by prepaid registered mail to the addresses provided below:

To the Lessor:

Email: _____

Registered mail: the address shown on title to the Lands.

To the Lessee:

Email: brock.helm@lafarge.com

Registered mail: Lafarge Canada Inc.
Attn: Land Manager
8635 Stadium Road, Edmonton, AB T5H 3X1

With a copy to:

Registered mail: Lafarge Canada Inc.
Attn: Legal Department
6509 Airport Road, Mississauga, ON L4V 1S7

Notice shall be deemed to have been received on the date sent if sent by email, and on the 3rd business day following the date of mailing if sent by registered mail ("business day" means any day that is not a Saturday or a Sunday or a statutory holiday in Alberta).

Either party may at any time give notice in writing to the other party of a change address for notices.

11. Acceptance and Quiet Enjoyment

The Lessee hereby accepts the lease of the Reclamation Lands, to be held by it as lessee, and subject to the conditions, restrictions and covenants set out herein. Provided the Lessee complies with its obligations hereunder, the Lessee shall be entitled to quiet enjoyment of the Reclamation Lands without hinderance or interference from the Lessor.

12. Severability

In the event that any of the provisions of this Lease are deemed to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

13. Governing Laws

This Lease will be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein and all disputes arising hereunder shall be referred to the courts of the Province of Alberta.

14. Counterparts

This Lease may be executed by the Parties in counterparts and delivered electronically. Each such counterpart shall be deemed to be an original and all such counterparts, together, shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF this Lease is executed and made effective the day above first written.

LAFARGE CANADA INC.

Per:



Per:



Witness Signature

Name:

Tyler K. Han





Gay Janice Backen,

Administratrix for Stella Katherine Kneeland

Schedule "A"



<p>Legend:</p> <ul style="list-style-type: none"> NE 26-43-21-W4M Property ("Lands") Property Line Wetland Existing Pipelines (As labeled) Reclaimed Lands (16.88ha) Reclaimed Water Body (3.88ha) Access Road (Left for Landowner) Topsoil Pile (Left for Landowner) 	<p>Lafarge Stella Pit</p> <p>Appendix A</p> <p>NE 26-43-21-W4M</p>	
<p>Note: "Reclaimed Lands" includes both waterbodies and cultivated lands fenced off from "Lands".</p>	<p>Applicant: Lafarge Canada Inc. 8635 Stadium Road Edmonton, AB, T5H 3X1 Tel: (780) 423-6161</p>	<p>LEGAL LAND DESCRIPTION Pls. NE 26-43-21-W4M</p>  <p>LEGAL SUBDIVISION -LSO 1/4 MILE SQ- 40 ACRES</p>
<p>Drawn By: Amit Anand</p>	<p>Drawing: 1 of 1</p>	
<p>Date: Feb. 28, 2024</p>	<p>Scale: 1:3,500</p>	