



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0023 155 642 4;4;8;22;NE
~~0023 155 650 4;4;8;22;SE~~

TITLE NUMBER
181 129 212

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 4 TOWNSHIP 8
SECTION 22
QUARTER NORTH EAST

AS SHOWN ON THE TOWNSHIP PLAN DATED 27 JUNE 1911
CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS
EXCEPTING:

FIRST - THE ROADWAY ON PLAN 7710751
CONTAINING 0.833 OF A HECTARE (2.06 ACRES) MORE OR LESS
SECONDLY - THE SUBDIVISION ON PLAN 7710750
CONTAINING 1.26 HECTARES (3.11 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

~~MERIDIAN 4 RANGE 4 TOWNSHIP 8
SECTION 22
QUARTER SOUTH EAST~~

~~CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS
EXCEPTING:~~

~~FIRST - THE ROADWAY ON PLAN 7710751
CONTAINING 1.673 HECTARES (4.14 ACRES) MORE OR LESS
SECONDLY - THE SUBDIVISION ON PLAN 7710750
CONTAINING 25.19 HECTARES (62.20 ACRES) MORE OR LESS
ALSO EXCEPTING:~~

PLAN	NUMBER	HECTARES	ACRES
ROAD	8311327	1.087	2.69

~~EXCEPTING THEREOUT ALL MINES AND MINERALS~~

ESTATE: FEE SIMPLE

MUNICIPALITY: CYPRESS COUNTY

REFERENCE NUMBER: 181 129 211

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
181 129 212	20/06/2018	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

BARBARA LEE RAMSAY
OF 308, 1182 SOUTHVIEW DRIVE SE
MEDICINE HAT
ALBERTA T1B 4L2

AND

GREGORY ROBERT BROWN

AND

ASHLEY SUSAN BROWN
BOTH OF:
62 HIDDEN VALLEY CRESCENT NW
CALGARY
ALBERTA T3A 4Z4
ALL AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 061 695	16/05/1977	CAVEAT RE : DEFERRED RESERVE CAVEATOR - DIRECTOR, MEDICINE HAT REGIONAL PLANNING COMMISSION.
811 175 462	16/09/1981	CAVEAT CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION AFFECTED LAND: 4;4;8;22;NE
991 304 129	19/10/1999	CAVEAT RE : SURFACE LEASE UNDER 20 ACRES CAVEATOR - PINE CLIFF ENERGY LTD. ATTN: LAND DEPARTMENT 901, 1015 - 4 ST SW CALGARY ALBERTA T2R1J4 AFFECTED LAND: 4;4;8;22;NE (DATA UPDATED BY: CHANGE OF NAME 051395896) (DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

091363414)
(DATA UPDATED BY: TRANSFER OF CAVEAT
101307500)
(DATA UPDATED BY: TRANSFER OF CAVEAT
131246226)

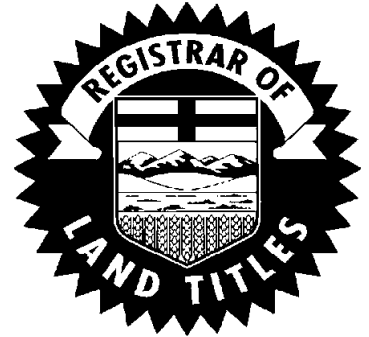
001 256 095 11/09/2000 CAVEAT
RE : EASEMENT
AFFECTED LAND: 4;4;8;22;NE

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF
JANUARY, 2024 AT 08:21 A.M.

ORDER NUMBER: 49565348

CUSTOMER FILE NUMBER: CLHbid/ss



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:

771061695

ORDER NUMBER: 49739185

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.

CANADA)
PROVINCE OF ALBERTA) I, Roy. W. Balston
TO WIT:) of the City of Medicine Hat
in the Province of Alberta

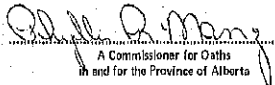
make oath and say

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 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 Medicine Hat
in the Province of Alberta
this 20 day of December
A.D. 19 76




A Commissioner for Oaths
in and for the Province of Alberta

77-1 061695

DEFERRED RESERVE CAVEAT 77

I certify that the within instrument
is duly Entered and Registered in the Land
Title Office for the South Alberta Land
Registration District at Calgary.
A.D. Registrar
SALRO

13-13

THE PLANNING ACT
THE SUBDIVISION AND TRANSFER REGULATIONS
(FORM C)

76 M 154

DEFERRED RESERVE CAVEAT

TO THE REGISTRAR OF SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that the Director Medicine Hat Regional Planning Commission

claims an estate or interest in the nature of a deferred reserve under Section 26 (3) of the Planning Act by virtue of a decision of the Medicine Hat Regional Planning Commission

dated the 24th day of September 1976

in 24.52 acres of the lands described as follows:

The East Half of Section 22-8-4-W 4th as shown on the Township Plan approved at Ottawa, 27 June 1911, containing in:

QUARTER SECTION	ACRES MORE OR LESS
N.E.	159
S.E.	159

Excepting thereout FIRSTLY: Out of the N.E. Quarter the Roadway Plan 7710751 containing ~~2.87~~^{2.88} acres more or less. ^{22/9/77}
SECONDLY: Out of the S.E. Quarter the Roadway Plan 7710751 containing 6.70 acres more or less.
THIRDLY: Out of the East Half Block 1, Plan 7710750 containing 65.31 acres more or less.
Reserving unto Her Majesty all Mines and Minerals. (C)

being lands described in Certificate(s) of Title 751104920
standing in the register in the name(s) of Benjamin John Walburger, the younger. (C)

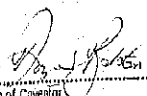
and the caveator forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

APPOINT Medicine Hat Regional Planning Commission
Suite 47 Arcade Building, 419-3 Street SE
Medicine Hat, Alberta

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

DATED this 20th day of December A.D. 19 76

ROY W. BALSTON, Executive Director
Caveator and Capacity


Signature of Caveator

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

811175462

ORDER NUMBER: 49739185

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.

01-11 175402

Caveat

I certify that the within instrument
is duly Entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

Olson A.U. Registrar
SALRD

1-6

Alberta

CAVEAT

TRANSPORTATION

File No.: 26-DR-78

To the Registrar of the South Alberta Land Registration District:

Take notice that HER Majesty the QUEEN in the Right of the Province of Alberta as represented by the Minister of Transportation claims an interest in the

S.E. ¼ Section 22-8-4-W4th M. (C. of T. 771061686)

under an Agreement dated the Savanteenth day of July

19 81, and made between Benjamin J. Walburger Jr.

of Box 1412, Medicine Hat, Alberta and HER Majesty the QUEEN, as aforesaid,

whereby the said Benjamin J. Walburger Jr.

agreed on certain consideration to transfer to the Caveator a portion of the aforementioned land required

for the establishing of a public work upon the said land standing in the register in the name of

Benjamin John Walburger, The Younger.....

and I forbid the registration of any person as transferee or owner of, or of any interest affecting the said estate

or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to such

claim.

I appoint the Property Services Branch of the Transportation Department at Edmonton as the place at which notices and proceedings relating hereto may be served.

Dated this Tenth day of September 19 81

For: 
Minister of Transportation

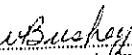
Director, Property Services
Alberta Transportation
50th Street Atria
4949 - 94 B Avenue
Edmonton, Alberta
T6B 2T6

I, D. C. Holmberg make oath and say:

1. I am the agent for the above named Caveator.
2. I believe that the 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 Edmonton in the Province of Alberta, this 10th day of September 19 81




A Commissioner for Oaths V. Bushey
(Exp. Date 83/9/18)

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

991304129

ORDER NUMBER: 49739185

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 FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **AEC OIL & GAS CO. LTD.**, a body corporate having its head office at the City of Calgary, in the Province of Alberta, claims an estate or interest in and to the undermentioned lands by virtue of a certain Agreement, being an Alberta Surface Lease Agreement, dated the 6th day of October, 1999, for a wellsite and access road covering 2.55 Acres, between:

ROBERT C. BROWN AND ALMA BROWN of P.O. Box 603, Recliff, Alberta, T0J 2P0 as the Lessors

and the Caveator as the Lessee. The lands affected by the said Agreement are situated in the Province of Alberta and are described as follows:

THE NORTH EAST QUARTER (NE ¼) OF SECTION TWENTY-TWO (22), IN TOWNSHIP EIGHT (08) RANGE FOUR (04), WEST OF THE FOURTH MERIDIAN, AS SHOWN ON THE TOWNSHIP PLAN DATED 27 JUNE 1911, CONTAINING 64.3 HECTARES (159 ACRES), MORE OR LESS, EXCEPTING:
FIRST: THE ROADWAY ON PLAN 7710751 CONTAINING 0.833 OF A HECTARE (2.06 ACRES), MOR OR LESS,
SECONDLY: THE SUBDIVISION ON PLAN 7710750 CONTAINING 1.26 HECTARES (3.11 ACRES), MORE OR LESS,

EXCEPTING THEREOUT ALL MINES AND MINERALS.

being the lands described in Certificate of Title No: 831 150 471


standing in the register in the name of **ROBERT C. BROWN AND ALMA BROWN**

and it forbids the registration of any person as Transferee or owner of, or of an 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 its claim.

IT APPOINTS, 3900, 421 - 7th Avenue S.W., Calgary, Alberta, T2P 4K9, as the place at which notices and proceedings relating hereto may be served.

DATED this 7th day of October, A.D., 1999.

AEC OIL & GAS CO. LTD.



Agent

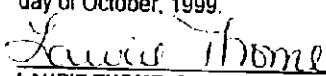
CANADA)
PROVINCE OF ALBERTA) I, Philip Gazdag, of the City of Medicine Hat, in the Province
TO WIT:) of Alberta, President and General Manager
MAKE OATH AND SAY:

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 therein or proposing to deal therewith.



PHILIP GAZDAG

SWORN before me at the
City of Medicine Hat in the
Province of Alberta this 7th
day of October, 1999.



LAURIE THOME, Commission Expires: August 27, 2002
A Commissioner for Oaths in and for the Province of Alberta

ALBERTA SURFACE LEASE AGREEMENT

This Indenture of Lease made this 5th day of October A.D. 19 99

BETWEEN: ROBERT C. BROWN and ALMA BROWN

of Redcliff in the Province of Alberta (hereinafter called the "Lessor")

· AND ·

AEC OIL & GAS CO. LTD. (hereinafter called "the Lessee")

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

THE NORTH EAST QUARTER (NE ¼) OF SECTION TWENTY-TWO (22), IN TOWNSHIP EIGHT (08), RANGE FOUR (04), WEST OF THE FOURTH MERIDIAN, AS SHOWN ON THE TOWNSHIP PLAN DATED 27 JUNE 1911, CONTAINING 64.3 HECTARES (159 ACRES), MORE OR LESS, EXCEPTING:

FIRST: THE ROADWAY ON PLAN 7710751 CONTAINING 0.833 OF A HECTARE (2.06 ACRES), MORE OR LESS,

SECONDLY: THE SUBDIVISION ON PLAN 7710750 CONTAINING 1.26 HECTARES (3.11 ACRES), MORE OR LESS,

EXCEPTING THEREOUT ALL MINES AND MINERALS.

AS MORE PARTICULARLY DESCRIBED ON CERTIFICATE OF TITLE NO. 831 150 471

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

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

NOW THEREFORE THIS INDENTURE WITNESSES THAT:

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

YIELDING AND PAYING UNTO THE LESSOR:

(a) First Year Compensation

For the first year, the sum of FOUR THOUSAND SEVEN HUNDRED AND EIGHTY-FIVE 00/100 (\$ 4,785.00) dollars, which comprises the following:

(i) market value of land granted	\$ <u>1,530.00</u>
(ii) nuisance & inconvenience	\$ <u>1,000.00</u>
(iii) adverse effect	\$ <u>2,000.00</u>
(iv) loss of use	\$ <u>255.00</u>


Total \$ 4,785.00

(b) Annual Compensation

Annual compensation payable for each subsequent year after the first year in advance of the anniversary date of this Lease Agreement, in the sum of TWO THOUSAND TWO HUNDRED AND FIFTY-FIVE 00/100 (\$ 2,255.00) dollars,

which payment comprises the compensation for Adverse Effect and loss of use set forth in subclauses (a)(iii) and (iv) above.

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

Initial: 
RCB

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

1. Quiet Enjoyment

The Lessor has to 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 persons claiming by, through or under the Lessor.

2. Renewal

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

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

3. Indemnification

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

4. Fencing

During the continuance of this Lease Agreement, the Lessee shall erect and put upon the boundaries of the leased premises and roadways constructed or placed by the Lessee on the leased premises, a good substantial fence, if reasonably required by the Lessor or the Lessee, and replace all fences which the Lessee may have required removed for its purposes and repair 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 closes 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 WITH THE OTHER AS FOLLOWS:

10. Non-Exercise of Rights Granted

If the leased premises are not entered upon except for survey purposes within 180 days of the date of this Lease Agreement, the Lessee shall pay to the Lessor the sum of THREE HUNDRED 00/100 (\$300.00--) dollars for the right to survey and all other inconveniences and this Lease Agreement shall terminate.

11. Repair, Removal or Replacement of Equipment

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

12. Taxes

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

13. Compliance with Laws and Regulations

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

14. Review of Annual Compensation

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

15. Reduction of Annual Compensation

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

16. Surrender & Reclamation

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

17. Discharge of Encumbrances

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

18. Assignment

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

18.2 No delegation, assignment or conveyance by the Lessor or the Lessee is effective or binding of the other party until the other 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 default shall constitute a commencement of action to remedy the said default

20. Arbitration

In the event of any dispute 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 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 then (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:

Lessor: P.O. Box 603, Redcliff, Alberta, T0J 2P0

Lessee: 3900, 421 - 7th Avenue S.W., CALGARY, Alberta, T2P 4K9

23. Enurement

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

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

SIGNED, SEALED AND DELIVERED

By the above named Lessor in the presence of:

LESSOR

Norman Christianson
WITNESS NORMAN CHRISTIANSON
(As to both signatures)

Robert C. Brown
ROBERT C. BROWN

Alma Brown
ALMA BROWN

WITNESS

LESSEE AEC OIL & GAS CO. LTD.

Per: _____

Per: _____

DOWNER CONSENT OF SPOUSE

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

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband/his wife.

2. _____ acknowledged to me that she/he

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

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

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

Initial *RB*
AB

CANADA
PROVINCE OF ALBERTA
TO WIT

DOWER AFFIDAVIT

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

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

OR

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

SWORN before me at _____
in the Province of Alberta, this _____
day of _____ A.D. 19 99 _____

A Commissioner for Oaths, a Notary Public in and for the
Province of Alberta. My Commission Expires

CANADA
PROVINCE OF ALBERTA
TO WIT

AFFIDAVIT OF EXECUTION

I, Norman Christianson of Medicine Hat
in the Province of Alberta, (Land Agent), make oath and say:

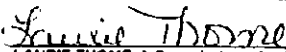
1 THAT I was personally present and did see ROBERT C. BROWN and ALMA BROWN named in the within instrument, who are personally known to me to be the person(s) named therein duly sign, seal and execute the same for the purposes named therein.

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

3. THAT I know the said ROBERT C. BROWN and ALMA BROWN and they are, in my belief, of the full age of eighteen years.

SWORN before me at City of Medicine Hat
in the Province of Alberta, this 6th
day of October A.D. 19 99


NORMAN CHRISTIANSON



LAURIE THOME, A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta. My Commission Expires August 27, 2002

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

I, (we) _____ of _____ in the Province of _____ having an interest in the within lands by virtue of an Agreement or Instrument dated _____ 19 _____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at _____ in the Province of _____ this _____
day of _____ A.D. 19 _____

Witness

CANADA
PROVINCE OF ALBERTA
TO WIT

AFFIDAVIT OF EXECUTION

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

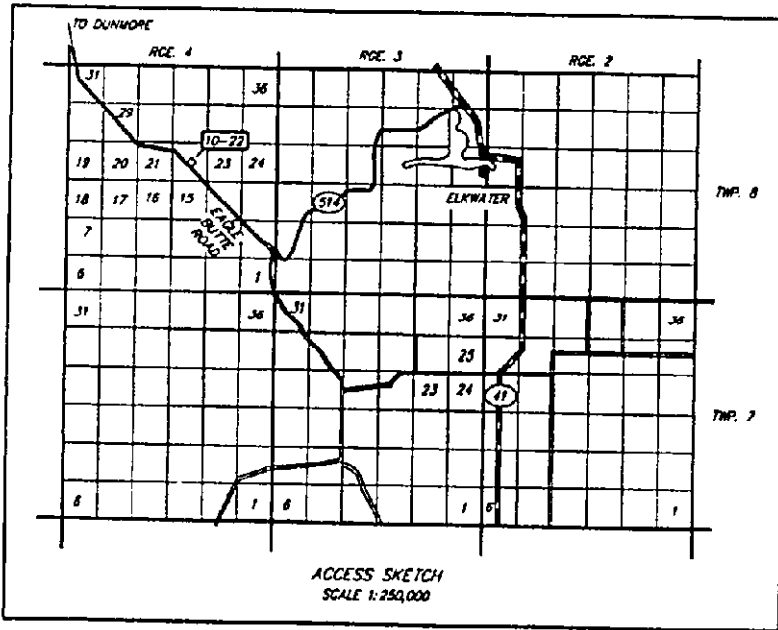
1 THAT I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.

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

3. THAT I know the said _____ and he (or she) is, in my belief, of the full age of eighteen years.

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

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



AECOG (E) ELKWATER 10-22-8-4
Well Site and Access Road
L.S. 10 Sec. 22 Twp. 8 Rge. 4 W.4M.

CYPRESS COUNTY

I, Timothy G. Martin, Alberta Land Surveyor, of Medicine Hat, 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 was completed on the 29th day of September, 1999.

[Signature]
 Alberta Land Surveyor
 09/30/99
[Signature]
 Witness (Ty Hutchinson)



MIDWEST SURVEYS INC.

WELL LICENSE INFORMATION

THE PROPOSED WELL CENTRE IS:

- | | | |
|---|-------------------------------------|--|
| | YES | NO |
| - Outside Designated Significant Historical Sites or Areas | <input checked="" type="checkbox"/> | <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 significant water body | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 100m from any surface improvements | <input type="checkbox"/> | <input checked="" type="checkbox"/> (SEE NOTE) |
| - At least 40m from any surveyed road | <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 1.6 km from any residence | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| - At least 200m from any water well | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - At least 500m from any schools, churches or military buildings | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| - Approximately 0.57km from the nearest residence. (SE 22-8-4-W.4M.) | | |
| - Approximately 12.30km from the nearest urban centre. (ELKWATER) | | |

LOCAL CO-ORDINATES:

680.00 South of North bdy } Sec. 22
 624.31 West of East bdy }

GEOGRAPHIC CO-ORDINATES:

49°39'47.719" N. Latitude
 110°27'54.806" W. Longitude
 5501328.25 N / 538592.78 E
 Geographic Co-ordinates shown are based on the NAD 83 Datum at ASCM 95349 Scale Factor = 0.999460
 Bearings shown are Astronomic Bearings
 Grid = -07700
 Ref. Mer. = 111° W (ZONE 12 NORTH)

ELEVATIONS:

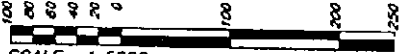
1100.54 Well Centre
 Well Site Corner Elevations
 N.W. 1102.11 N.E. 1098.62
 S.W. 1103.18 S.E. 1099.39

AREAS:

	hectares	acres
Well Site:	1.000	2.47
Access Road:	0.033	0.08
Total:	1.033	2.55

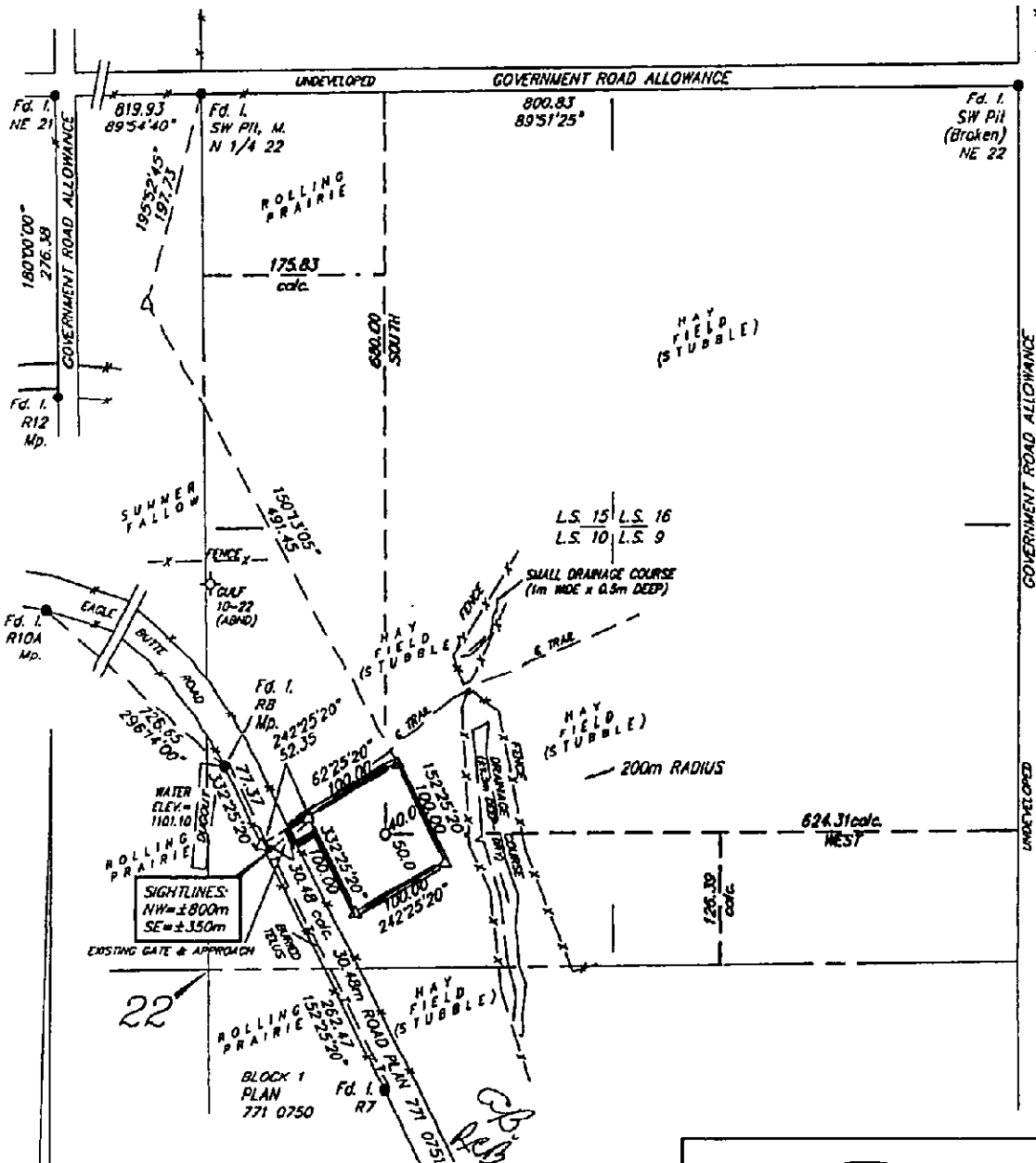


AEC OIL & GAS CO. LTD.



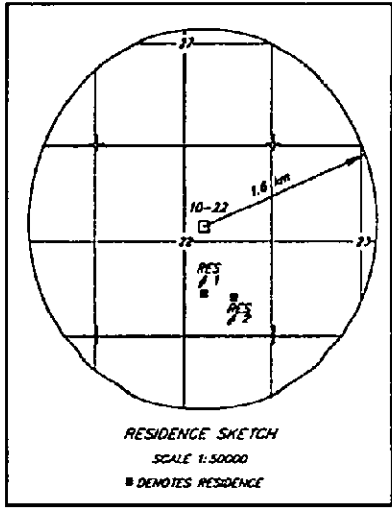
SCALE - 1:5000
 Well Centre shown thus: ○
 Statutory Iron Posts found shown thus: ●
 30m Iron Spires shown thus: Placed = △; Found = ▲
 Wooden hubs shown thus: Placed = □; Found = ■
 Portions referred to bounded thus: —
 Distances are in metres and decimals thereof.





NOTE: THE PROPOSED 10-22 WELL CENTRE IS LOCATED:

- 81.9m PERPENDICULAR TO ROAD PLAN 771 0751
- 565.4m @ 179°51' TO RES #1
- 659.7m @ 155°16' TO RESIDENCE #2
- 56.1m PERPENDICULAR TO & TRAIL
- 94.9m PERPENDICULAR TO DRAINAGE COURSE (±1.5m DEEP-DRY)
- 175.1 TO NE CORNER DUGOUT
- 178.4m TO SMALL DRAINAGE COURSE (1m WIDE x 0.5m DEEP)
- 107.4m PERPENDICULAR TO TELUS CABLE



991304129 REGISTERED 1999 10 19
CAVE - CAVENT
DOC 1 OF 1 DRR#: 7586419 ADR/DPRFPONT
LINC/S: 0023155642

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

001256095

ORDER NUMBER: 49739185

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 SOUTHERN LAND REGISTRATION DISTRICT

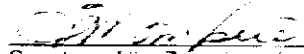
TAKE NOTICE that we, **AEC OIL & GAS CO. LTD.** of Calgary in the Province of Alberta, claim an interest by virtue of an EASEMENT dated November 23, 1999 for a Pipeline containing 0.950 hectares, between Robert C. Brown and Alma Brown (as joint tenants) (Lessor) and AEC Oil & Gas Co. Ltd (Lessee)

THE NORTH EAST QUARTER (NE 14) OF SECTION TWENTY-TWO (22), IN TOWNSHIP EIGHT (8), RANGE 4, WEST OF THE FOURTH MERIDIAN, CONTAINING 64.3 HECTARES (159 ACRES), MORE OR LESS, EXCEPTING:
FIRST - THE ROADWAY ON PLAN 7710751, CONTAINING 0.833 OF A HECTARE (2.06 ACRES), MORE OR LESS. SECONDLY: THE SUBDIVISION ON PLAN 7710750 CONTAINING 1.26 HECTARES (3.11 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands more particularly described in Certificate of Title 831 150 471 standing in the register name of **ROBERT C. BROWN AND ALMA BROWN (AS JOINT TENANTS)** 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

We APPOINT **AEC OIL & GAS CO. LTD. 3900, 421 - 7 Ave. S.W., T2P 4K9** at Calgary in the Province of Alberta, as the place at which notices and proceedings relating here to may be served.

DATED this 1 day of September 2000



Signature of the Caveator or his Agent

**CANADA
PROVINCE OF ALBERTA
TO WIT:**

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

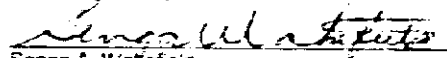
1. THAT I am agent for the above named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith

SWORN before me at the City of
Calgary in the Province of Alberta



Theresa Mompere

this 1 day of September 2000



Senga A. Wakefield

A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires: May 4, 2001

001256095 REGISTERED 2000 09 11
CAVAT - CAVIAT
PAGE 1 OF 2 DICK#: 7694829 ADR/MIAREK
LEND:02 000315001x