



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0016 073 603 4;13;47;32;NE 162 058 993

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION THIRTY TWO (32)
TOWNSHIP FORTY SEVEN (47)
RANGE THIRTEEN (13)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 0.417 HECTARES (1.03 ACRES) MORE OR LESS
FOR ROAD AS SHOWN ON ROAD PLAN 1125NY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: BEAVER COUNTY

REFERENCE NUMBER: 102 212 781

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 058 993	25/02/2016	AFFIDAVIT OF SURVIVING JOINT TENANT		

OWNERS

KATHLEEN E RODDICK
OF PO BOX 270
VIKING
ALBERTA T0B 4N0

(DATA UPDATED BY: 162061453)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
752 048 376	05/05/1975	UTILITY RIGHT OF WAY GRANTEE - IRON CREEK GAS CO-OP LTD.
812 240 587	08/10/1981	UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
162 058 993

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GRANTEE - ENERCAPITA ENERGY LTD.
600, 435-4TH AVE SW
CALGARY
ALBERTA T2P3A8
"DISC 822040546 24-FEB-82 EX PT PL 8122814"
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 142159970)
(DATA UPDATED BY: CHANGE OF NAME 182062767)

852 028 109 12/02/1985 CAVEAT
RE : SEE CAVEAT
CAVEATOR - ENERCAPITA ENERGY LTD.
600, 435-4TH AVE SW
CALGARY
ALBERTA T2P3A8
(DATA UPDATED BY: TRANSFER OF CAVEAT
142162156)
(DATA UPDATED BY: CHANGE OF NAME 162054484)

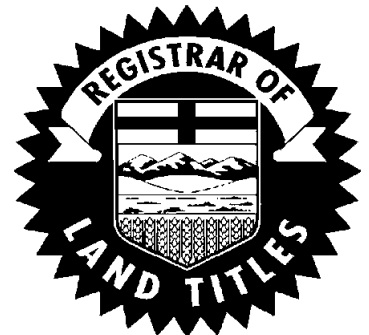
902 065 625 08/03/1990 UTILITY RIGHT OF WAY
GRANTEE - ENERCAPITA ENERGY LTD.
600, 435-4TH AVE SW
CALGARY
ALBERTA T2P3A8
AS TO PORTION OR PLAN:9020224
"TAKES PRIORITY DATE OF CAVEAT 892312854 30-11-89"
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 142159970)
(DATA UPDATED BY: CHANGE OF NAME 182062786)

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 16 DAY OF
OCTOBER, 2023 AT 08:22 A.M.

ORDER NUMBER: 48599314

CUSTOMER FILE NUMBER: clhbid/gk



END OF CERTIFICATE

(CONTINUED)

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:

852028109

ORDER NUMBER: 48600505

ADVISORY

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

Canada }
 Province of Alberta } J. Kay Canham
 In Wit: } of the City of Calgary
 in the Province of Alberta Secretary
 Occupation
 make oath and say as follows.

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

Sworn before me at the City
 of Calgary
 in the Province of Alberta
 this 7th day of February
 19 85

Jay Canham
 Kay Canham

K. Benini
 A Commissioner for Oaths
 in and for the Province of Alberta
 KATHLEEN ILONA BENINI
 My Commission Expires on
 January 12, 1987.

8520 28109 85 FEB 12

10

Stamp

I certify that the within instrument is duly
 executed and recorded in the Land Titles
 Office for the South Alberta Land Registration
 District of Calgary, in the Province of Alberta.

Registrar
 A.L.R.D.

[Signature]
 Solicitor's File No.

Canada }
 Province of Alberta } J. Kay Canham
 In Wit: } of the City of Calgary
 in the Province of Alberta Secretary
 Occupation
 make oath and say as follows:

1. I am the within Caveator
2. I believe that I have a good and valid claim upon the said land and I say 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
 of
 in the Province of Alberta
 this day of
 19

A Commissioner for Oaths
 in and for the Province of Alberta

Surface Lease

EXHIBIT "A"

806

THE INDENTURE made this 12th day of June A.D. 1980

BETWEEN

BERNARD JOHN WILSON AND ANNE H. WILSON, BOTH, FORMERLY
OF AJAX, IN THE PROVINCE OF ONTARIO,
NOW OF VIKING, IN THE PROVINCE OF ALBERTA

OF THE FIRST PART

(hereinafter called "the Lessor")

— and —

VOYAGER PETROLEUMS LTD., a body corporate

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner for is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise, of estate in fee simple, subject, however to such liens, mortgages and encumbrance contained in the existing Certificate of Title, of and in that certain parcel or tract of land situated, lying and being in the Province of Alberta and described as follows:

The NORTH EAST QUARTER (NE $\frac{1}{4}$)
of Section THIRTY TWO (32) in Township FORTY SEVEN (47)
Range THIRTEEN (13) West of the FOURTH (4) Meridian in the Province
of Alberta, as more particularly described in Certificate of Title Number 762000828 of Record in the Land
Titles Office of the North Alberta Land Registration District at Edmonton
Alberta, (hereinafter referred to as "the said lands"), and

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

NOW THEREFORE THIS INDENTURE WITNESSETH:

THE LESSOR, for the purposes and at the rental hereinafter set forth, DOETH HEREBY LEASE unto the lessee all and singular those parts, or portions, of the said lands shown outlined in red upon a sketch or plan hereto annexed and marked "A" hereinafter called "the demised premises," to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for the purpose of a well-site for the drilling of a well or wells for oil, gas and related hydrocarbons, and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and all repair pipe or pipe-lines, and all structures and equipment necessary or incidental thereto for use in connection with all the operations whatsoever of the lessee, and also for the purpose of a roadway, at the clear rental of:

(a) For the first year the sum of — ~~THIRTY TWO HUNDRED DOLLARS (\$3200.00)~~ *THIRTY TWO HUNDRED DOLLARS (\$3200.00)*

which sum includes the first year's rental;
paid before entering on the demised premises and on the execution of this agreement (the receipt of which sum is hereby
by the Lessor acknowledged).

(b) For each subsequent year the sum of — ~~FIFTEEN HUNDRED DOLLARS (\$1500.00)~~ *FIFTEEN HUNDRED DOLLARS (\$1500.00)*

payable annually in advance on the anniversary of the date hereof in each and every year during the currency hereof

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

(a) Taxes Paid by Lessor

Promptly to pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this lease;

(b) Quiet Enjoyment

For quiet enjoyment by the Lessee of the demised premises, and the rights and privileges hereby granted during the said term and any extension thereof.

(c) Renewal

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then the said lease shall be renewed and the term extended for a further period of Twenty-five (25) years from the said date at an annual rental calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the the provisions hereof including this provision for renewal.

2. THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR

(a) Payment of Rental

To pay the rental for the first year as hereinbefore agreed and to pay the rental above reserved for each subsequent year in advance in each and every year during the continuance of this lease

(b) Cancellation in Event of Default

That if the Lessee make default in payment of any sum payable by way of rent or on the performance of any covenant, condition or obligation hereof contained on the part of the said Lessee, this Agreement shall be terminated at the

piration of forty-five (45) days after written notice to that effect is given to the Lessee by registered mail at 205 - 5th Avenue, S.W., Calgary, Alberta T2P 2K4 unless the Lessee shall have in the meantime remedied such default or breach of covenant, promise or undertaking but without prejudice to any other right or remedy to which the Lessor is otherwise entitled under this agreement.

(c) **Digging of Pits for Mud and Sludge and Destruction of Woods**

To dig a pit or pits or have adequate metal reservoirs and deposit therein the mud and sludge resulting from the drilling operations and will not permit the same to escape onto the Lessor's land adjoining the demised premises and the Lessee will take all necessary precautions to keep down and destroy all noxious weeds on the said wellsite and roadway. At the termination as hereinafter provided of the use and occupation of the demised premises, or upon the discontinuance of the use of any portion thereof for the purposes aforesaid, the Lessee will deliver up the demised premises or portion thereof as the case may be in the same condition so far as may be reasonably practicable to do so as that existing immediately prior to entry thereon and the use thereof by the Lessee.

(d) **Abandonment and Restoration**

Upon the abandonment of the said well to cause such well to be plugged and all excavations in connection therewith to be filled in, all in compliance with the regulations of the government of the Province of Alberta in that regard.

(e) **Shallow Ditches**

To so construct the roadway as to have shallow ditches where required, or if necessary, adequate number of approaches so that the Lessor can cross the roadway with farm machinery in moving from one field in the said lands to another field which lies across the said roadway.

(f) **Fencing of Wellsites — Roadway and Excavations**

During the continuance of this lease, to erect and put upon the boundaries of the wellsite and roadway a good substantial fence if so required by the Lessor and that the said Lessee will if required by the Lessor enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations aforesaid with fences sufficient to prevent livestock falling therein.

(g) **Burial of Pipe Lines**

To bury pipe lines laid by it crossing any cultivated area of the demised premises to a depth of not less than thirty (30) inches from the surface of the ground, and backfill any excavations made and level the same.

(h) **Replacement, Repair of Fences, Livestock Guards or Gates**

That in the use of the rights and privileges hereby granted the Lessee will replace all fences which he may have removed for his purposes and repair all fences which he may have damaged and if and when so required by the Lessor provide proper livestock guards and gates at any point of entrance on the demised premises used by him and if gates are installed will cause the same to be closed upon the use thereof.

(i) **Taxes Payable by Lessee**

To pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by the Lessee in, on or under the demised premises.

(j) **Compensation for Damage**

To pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

(k) **Indemnity Against Claims and Actions**

That the Lessee will indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any persons whomsoever in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents, in, under or upon the said demised premises.

3. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER:

(a) **Right of Surrender by Lessee**

The Lessee shall have the right at any time, upon Thirty (30) days notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date thereof.

b) **Reduction of Acreage**

~~Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises used by the Lessee by giving the Lessor written notice to that effect and by delivering to the Lessor a plan of the portion or portions thereof retained, whereupon the rental shall cease in respect to that part or portion so surrendered.~~

(c) **Discharge of Encumbrances by Lessee**

The Lessee has the option to pay or discharge any balance owing under any agreement of sale, 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 demised premises, in which event the Lessee shall be subrogated to the right of the holder or holders of such encumbrances and has, in addition thereto, the option to be reimbursed by applying to the amount so paid the rentals or other sums accruing to the Lessor under the terms of this lease.

(d) **Delegation or Assignment by Lessee**

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

(e) **Notification of Change of Ownership**

That in the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, then the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee as the case may be.

(f) **Manner of Making Payments**

Any rental or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the Bank of Montreal Account No 5022099 at Viking, Alberta (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rental or other payment becomes due.

(g) **Review of rent every five years upon request of either party**

Notwithstanding anything to the contrary contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of five years from the date thereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the Surface Rights Board, Department of Agriculture, Government of the Province of Alberta regulations at the time in force shall apply.

(h) Notices by Lessor or Lessee

That any notice required to be given to the parties hereto shall be deemed to have been given fifteen (15) clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change shall be:

THE LESSOR Box 475
Viking, Alberta T0B 4N0
THE LESSEE — 205 - 5th Avenue, S.W.
Calgary, Alberta T2P 2N4

(i) Time shall be in every respect the essence of this lease.

(j) If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within 120 days of the date of this Lease, Voyager Petroleum Ltd. shall pay to the Lessor the sum of \$ 200.00 dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should Voyager Petroleum Ltd. enter the demised premises to drill or should Voyager Petroleum Ltd. make payment of the full initial consideration in the amount of \$ 3200.00 as previously set out, within the 120-day period, then Voyager Petroleum Ltd. shall have the full rights on the demised premises pursuant to the terms of the Surface Lease.

(SEE UNDERNEATH)

lease of the above described lands as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has caused its hands of its proper officers duly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the above named Lessor
in the presence of:

Bernard J. Wilson
BERNARD JOHN WILSON
Anne H. Wilson
ANNE H. WILSON

Gordon Hans
GORDON HANS
PETROLEUM LANDMAN
214, 8651 - 109th STREET
EDMONTON, ALBERTA T6E 1E7



[Signature]
VICE-PRESIDENT
[Signature]
VOYAGER PETROLEUMS LTD. ASSISTANT SECRETARY

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Gordon Hans of the City
of Edmonton Landman in the Province of Alberta,
(Description)

MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Bernard John Wilson & Anne H. Wilson named in the within lease, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed in the District of Viking in the Province of Alberta on the 12th day of June A.D. 1980 and that I am the subscribing witness thereto.
3. That I know the said Bernard John Wilson & Anne H. Wilson, and in my belief is of the full age of Eighteen (18) years.

SWORN before me at the City
of Edmonton in the
Province of Alberta this
12th day of June A.D. 19 80

[Signature]
A Commissioner for Oaths in and for the
Province of Alberta.

[Signature]
ROY GREGORWICH
214, 8651 - 109th Street
Edmonton, Alberta T6E 1E7
Commissioner for Oaths in and for
the Province of Alberta.

Attached to and Forming
Part of this Document

CANADA
PROVINCE OF ALBERTA

TO WIT:

I, _____ of the _____
in the Province of Alberta

MAKE OATH AND SAY:

1. That I am the Lessor named in the within instrument.
2. That I am not married

OR

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

SWORN before me at the

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

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

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 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.

(Signature of Spouse)

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by
apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he),
 - (a) is aware of the nature of the disposition;
 - (b) is aware that THE DOWER ACT, _____, gives her (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).

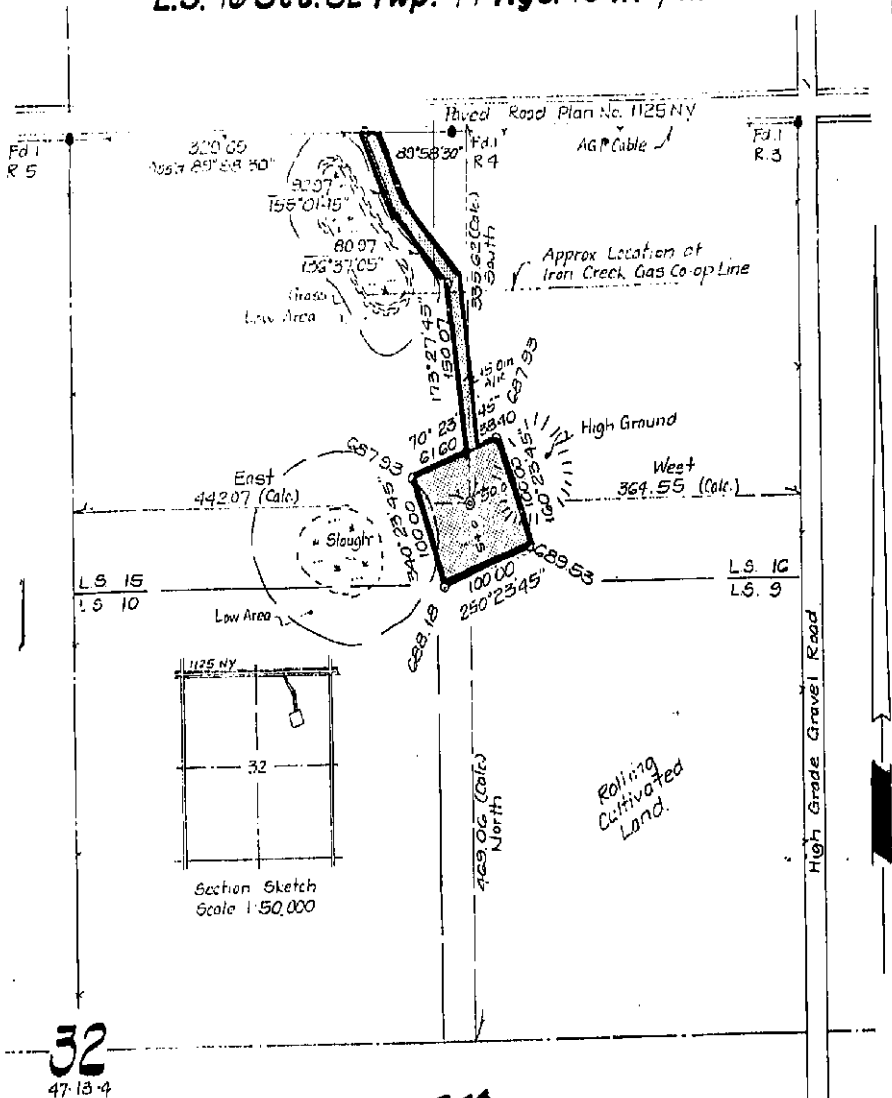
DATED at the _____ of _____ in the Province of _____
, this _____ day of _____ A.D., 19 _____

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

Voyager et al Bruce 16-32-47-13

Well Site and Access Road

L.S. 16 Sec. 32 Twp. 47 Rge. 13 W. 4 M.



32
47-13-4

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of June, 1980

Alberta Land Surveyor
Witness



Voyager Petroleum Ltd.

Kearns

ELEVATION: 688.75 Ground

CO-ORDS: 355.02 S of N. Boundary } Sec. 32
364.55 W of E Boundary

AREAS

	Hectares	Acres
Well Site	1.000	2.47
Access Road	0.467	1.15
Total	1.467	3.62

SCALE 1:5000

Survey monuments found are shown thus: ●
Survey monuments planted are shown thus: ○
Portions referred to are shown thus: □
Distances are in metres and decimals.

DATUM: Alberta Environment BM# 77-B-20
Elev 689.93

McElhannay Surveying & Engineering Ltd.

100714

EXHIBIT "B"

ASSIGNMENT

THIS ASSIGNMENT made and entered into as of this 11th day of May A.D. 1981, by and between VOYAGER PETROLEUMS LTD., a body corporate incorporated under the laws of the Province of Alberta, and hereinafter referred to as "Assignor", and GANE PETROLEUM CORPORATION LTD. a body corporate incorporated under the laws of the Province of Alberta, hereinafter referred to as "Assignee".

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Seven Thousand Seven Hundred and Twenty-two -----34----- (7,722.34) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, Assignor does hereby grant, bargain, transfer, convey, assign and set over unto Assignee, all of Assignor's right, title and interest in and to Alberta Surface Lease dated June 12, 1980 between Bernard John Wilson & Annie H. Wilson, of Viking, in the Province of Alberta, as Lessor and Voyager Petroleum Ltd. of Calgary, in the Province of Alberta, as Lessee, a copy of which said lease is attached hereto.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

ASSIGNOR acknowledges that it now has in itself good right, full power and absolute authority to make this assignment according to the true intent and meaning of these presents and save as aforesaid this assignment is made without representation or warranty of title either expressed or implied.

THE ASSIGNEE Hereby covenants and agrees to hereafter assume, observe and perform the covenants, conditions and agreements of the Assignor set forth and contained in the Surface Lease, and to indemnify and save harmless the Assignor from and against the future observance and performance thereof.

THE ASSIGNOR AND THE ASSIGNEE mutually covenant and agree that each shall and will from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings and give all such further assurances as may be required to give effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

VOYAGER PETROLEUMS LTD.

[Signature]

Vice-President

LAND APPROVED
[Signature]
2.10.81/11

[Signature]

Asst. Secretary

GANE PETROLEUM CORPORATION LTD.

[Signature]

WOR 10/10/81

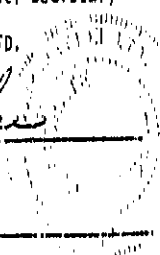


EXHIBIT "C"

ASSIGNMENT

THIS ASSIGNMENT made and entered into as of this 15th day of June A.D. 1981, by and between GANE PETROLEUM CORPORATION LTD., a body corporate incorporated under the laws of the Province of Alberta, and hereinafter referred to as "Assignor", and SIGNALTA RESOURCES LTD., a body corporate incorporated under the laws of the Province of Alberta, hereinafter referred to as "Assignee".

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Seven Thousand Seven Hundred and Twenty Two-----34----- (7,722.34) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, Assignor does hereby grant, bargain, transfer, convey, assign and set over unto Assignee, all of Assignor's right, title and interest in and to Alberta Surface Lease dated June 12, 1980 between Bernard John Wilson & Annie H. Wilson of Viking, in the Province of Alberta, as Lessor and Gane Petroleum Corporation Ltd. of Calgary, in the Province of Alberta, as Lessee, a copy of which said lease is attached hereto.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

ASSIGNOR acknowledges that it now has in itself good right, full power and absolute authority to make this assignment according to the true intent and meaning of these presents and save as aforesaid this assignment is made without representation or warranty of title either expressed or implied.

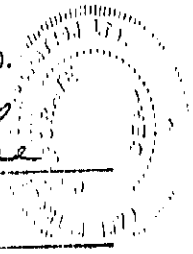
THE ASSIGNEE Hereby covenants and agrees to hereafter assume, observe and perform the covenants, conditions and agreements of the Assignor set forth and contained in the Surface Lease, and to indemnify and save harmless the Assignor from and against the future observance and performance thereof.

THE ASSIGNOR AND THE ASSIGNEE mutually covenant and agree that each shall and will from time to time and at all times hereafter do and perform all such acts and things and execute all such deeds, documents and writings and give all such further assurances as may be required to give effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

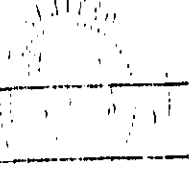
GANE PETROLEUM CORPORATION LTD.

Jack R. Lee



SIGNALTA RESOURCES LTD.

[Signature]
President



Caveat Forbidding Registration

To the Registrar of the North Alberta Land Registration District

Name of Claimant: Take Notice that ^{or} Signalta Resources Limited
 of the City of Calgary in the Province of Alberta a body corporate
 Address and Occupation: Occupation

claim: An estate and interest by virtue of the following:

- Nature of Claim:
- (A) Alberta Surface Lease dated June 12, 1980 covering a wellsite and access roadway comprising of 3.62 acres, between Bernard John Wilson and Anne H. Wilson as Lessor and Voyager Petroleum Ltd. as Lessee; and
 - (B) Assignment dated May 11, 1981 between Voyager Petroleum Ltd. and Gane Petroleum Corporation Ltd.; and
 - (C) Assignment dated June 15, 1981 between Gane Petroleum Corporation Ltd. and Signalta Resources Ltd.;

Copies of which said documents are marked Exhibits "A", "B" and "C" respectively and are attached to and form a part of this caveat.

As Joint Tenants:

The North East Quarter of Section Thirty Two (32) Township Forty Seven (47) Range Thirteen (13) West of the Fourth Meridian, containing one hundred and sixty one (161) acres more or less.

Excepting Thereout: One and Three Hundredths (1.03) acres more or less for road as shown on Road plan 1125 N.Y.

The land hereby described containing one hundred and fifty nine and ninety seven hundredths (159.97) acres more or less,
 Reserving unto Her Majesty all mines and minerals,

Description of Land

as more particularly described in certificate of title 762000828 standing in the register in the

name of Bernard John Wilson and
 Anne H. Wilson
 Viking, Alberta

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.

At Appoint P.O. Box 6150, Postal Station "D"
 Calgary, Alberta T2P 2C7

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

Dated this 7th day of February 1985

SIGNALTA RESOURCES LIMITED, by its Agent,
 Canadian Landowners Resource Services Ltd.

Kay Coulson
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AGENT FOR THE CAVEATOR