



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 591 899 5;2;42;12;NW 172 126 460 +1

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0421895	ROAD	0.403	1.00	
B) PLAN 1721662	DESCRIPTIVE	31.98	79.02	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 052 222 351

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

172 126 460 24/05/2017 DESCRIPTIVE PLAN

OWNERS

LESLIE BARRY JOHNSON
OF BOX 1397
RIMBEY
ALBERTA T0C 2J0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

062 013 943 11/01/2006 CAVEAT
RE : SURFACE LEASE UNDER 20 ACRES
CAVEATOR - TAMARACK ACQUISITION CORP.
SUITE 600, 425-1 STREET SW

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2P3L8

(DATA UPDATED BY: TRANSFER OF CAVEAT
 062580824)

(DATA UPDATED BY: CHANGE OF NAME 082040111)

(DATA UPDATED BY: TRANSFER OF CAVEAT
 142423483)

(DATA UPDATED BY: TRANSFER OF CAVEAT
 202184035)

082 081 977 22/02/2008 UTILITY RIGHT OF WAY
 GRANTEE - TAMARACK VALLEY ENERGY LTD.
 3300, 308-4 AVE SW
 CALGARY
 ALBERTA T2P0H7

(DATA UPDATED BY: CHANGE OF NAME 082164797)

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
 OF WAY 152056861)

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
 OF WAY 232330830)

212 109 325 13/05/2021 UTILITY RIGHT OF WAY
 GRANTEE - EQUUS REA LTD.

222 051 766 03/03/2022 UTILITY RIGHT OF WAY
 GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
 ACCURATE REPRODUCTION OF THE CERTIFICATE OF
 TITLE REPRESENTED HEREIN THIS 26 DAY OF
 FEBRUARY, 2024 AT 11:16 A.M.

ORDER NUMBER: 49820653

CUSTOMER FILE NUMBER: clhbid/gk



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).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 103 932 1721662;1;1 222 059 358 +2

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 1721662
BLOCK 1
LOT 1
CONTAINING 31.98 HECTARES (79.02 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 2220573 - SUBDIVISION 12.14 30.00
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;2;42;12;NW
ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 172 126 460

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 059 358	14/03/2022	SUBDIVISION PLAN		

OWNERS

LESLIE BARRY JOHNSON
OF BOX 1397
RIMBEY
ALBERTA T0C 2J0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

062 013 943 11/01/2006 CAVEAT
RE : SURFACE LEASE UNDER 20 ACRES
CAVEATOR - TAMARACK ACQUISITION CORP.
SUITE 600, 425-1 STREET SW
CALGARY

*Please note we are working on getting this registration discharged as the interest is not on the property.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

222 059 358 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P3L8

(DATA UPDATED BY: TRANSFER OF CAVEAT
062580824)

(DATA UPDATED BY: CHANGE OF NAME 082040111)

(DATA UPDATED BY: TRANSFER OF CAVEAT
142423483)(DATA UPDATED BY: TRANSFER OF CAVEAT
202184035)082 081 977 22/02/2008 UTILITY RIGHT OF WAY
GRANTEE - TAMARACK VALLEY ENERGY LTD.
3300, 308-4 AVE SW
CALGARY

ALBERTA T2P0H7

(DATA UPDATED BY: CHANGE OF NAME 082164797)

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 152056861)(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 232330830)182 016 495 18/01/2018 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - PONOKA COUNTY.
ATTN:CHARLIE B. CUTFORTH
4205 HIGHWAY 2A
PONOKA
ALBERTA T4J1V9222 059 345 14/03/2022 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - PONOKA COUNTY.
CHARLIE B, CUTFORTH
CHIEF ADMINISTRATIVE OFFICER
4205 HIGHWAY 2A
PONOKA
ALBERTA T4H1V8222 059 346 14/03/2022 CAVEAT
RE : ROAD WIDENING
CAVEATOR - PONOKA COUNTY.
CHARLIE, B
CUTFORTH
CHIEF ADMINISTRATIVE OFFICER
4205 HIGHWAY2A
PONOKA
ALBERTA T4J1V9

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

222 059 360 14/03/2022 CAVEAT
RE : DEFERRED RESERVE
CAVEATOR - PONOKA COUNTY.
CHARLIE B, CUTFORTH
CHIEF ADMINISTRATIVE OFFICER
4205 HIGHWAY 2A
PONOKA
ALBERTA T0C2J0

TOTAL INSTRUMENTS: 006

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TITLE REPRESENTED HEREIN THIS 26 DAY OF
FEBRUARY, 2024 AT 11:16 A.M.

ORDER NUMBER: 49820653

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END OF CERTIFICATE

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FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
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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:

062013943

ORDER NUMBER: 50012511

ADVISORY

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CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that

SAMSON CANADA, LTD., a body corporate having its head office at the City of Calgary, in the Province of Alberta (the "Caveator"), claims an estate or interest in and to the undermentioned lands by virtue of a certain agreement, being an Alberta Surface Lease Agreement for a wellsite and access road covering less than 20 acres and dated the 23rd day of November A.D. 2005, between:

SU20

LESLIE BARRY JOHNSON

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

**MERIDIAN 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 0421895 ROAD	0.403	1.00

EXCEPTING THEREOUT ALL MINES AND MINERALS

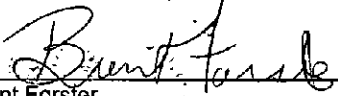
being the lands described in Certificate(s) of Title No(s): 052 222 351
standing in the register in the name of: **LESLIE BARRY JOHNSON**

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, 2400, 300 5th Avenue SW Calgary, Alberta T2P 3C4, as the place at which notices and proceedings relating hereto may be served.

DATED this 6th day of December A.D. 2005.

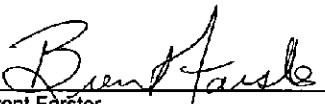
SAMSON CANADA, LTD.



Brent Forster
Manager, Drilling and Completions

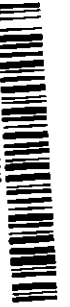
CANADA) I, Brent Forster, of the City of Calgary, PROVINCE OF ALBERTA
TO WIT) in the Province of Alberta, Manager of Drilling and Completions
MAKE OATH AND SAY:

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.

SWORN before me at the City of Calgary)
The Province of Alberta, this 6th day of)
December A.D. 2005.)


Brent Forster
Manager Drilling and Completions


Deanna Varadi, A Commissioner for Oaths in)
and for the Province of Alberta My Commission)
Expires March 6th, 2007)



062013943 REGISTERED 2006 01 11

CAVE - CAVEAT

DOC 1 OF 1 DRR#: 3029923 ADR/GKINGSTO

LINC/S: 0030417968



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

182016495

ORDER NUMBER: 49821736

ADVISORY

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CAVEAT

DEUM

TO THE REGISTRAR OF THE NORTHERN ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that we, PONOKA COUNTY of 4205 Highway 2A, T4J 1V9 in the Town of Ponoka in the Province of Alberta, claim an interest under and by virtue of a Approach Construction Agreement pursuant to Section 655 of Municipal Government Act dated JANUARY 3, 2018 between Ponoka County and Leslie Barry Johnson for the purpose of future approach construction.

Lot 1, Block 1, Plan 1721662

being the lands described in Certificate of Title, standing in the register in the name Leslie Barry Johnson 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, Charlie B. Cutforth, Chief Administrative Officer of Ponoka County at 4205 Highway 2A, Ponoka in the Province of Alberta T4J 1V9, as the place at which notices and proceedings relating hereto may be served.


Dated this 3rd day of January A.D., 2018.



Signature of the C.A.O.

CANADA) I, Charlie B. Cutforth
PROVINCE OF ALBERTA) of Ponoka County
TO WIT:) 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 Town of }
Ponoka in the Province of Alberta }
This 3rd day of January A..D. 2018. }


Signature of C.A.O.


A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date April 6, 2019

APPROACH CONSTRUCTION AGREEMENT

THIS AGREEMENT

BETWEEN:

PONOKA COUNTY
A Municipal Corporation
(hereinafter called "the County")

- and -

JOHNSON, LESLIE
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS the Developer is or is entitled to become the owner of the lands, which are hereinafter referred to as the Subdivision Area and legally, described as follows:

Lot 1, Block 1, Plan 1721662
NW 12-42-2-W5

AND WHEREAS the County requires that legal and physical access be provided to each new parcel of land created by subdivision;

AND WHEREAS the Developer, as a condition of subdivision approval, has agreed to construct physical access to the new parcel(s) being created at a future date;

NOW THEREFORE in consideration of the terms, covenants and conditions to be observed and performed by each of the parties hereto, the County agrees with the Developer and the Developer agrees with the County as follows:

1. The Developer hereby agrees to construct the required approach(es) to the Subdivision Area at the Developer's sole cost and expense, to the satisfaction of the Public Works Superintendent or his designate, and in accordance with Ponoka County Policy 02-002 "Approach Access Standards".
2. The County hereby agrees to authorize the subdivision to proceed to registration without construction of the legal access at this time.
3. The Developer hereby agrees and allows the County to prepare and register a Caveat to protect the said interest of the County as specified in Paragraph One of

the said Agreement, said Caveat to be removed upon successful completion of the approach to County standards.

- 4. This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.
- 5. This Agreement and all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefits of the Executors, Administrators, Successors and Assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereto have set their hand and seal and Ponoka County has set its corporate seal by its proper officers duly authorized in that behalf this 3 day of January, A.D. 2018.

SIGNED, SEALED AND DELIVERED
in the presence of:

Lynn Comeau
Witness

[Signature]
(Landowner)

PONOKA COUNTY

Per: [Signature]
(Seal)

AFFIDAVIT OF EXECUTION

CANADA

I, Lynn Comeau
Name of Witness

PROVINCE OF ALBERTA

of the Town of Ponoka

TO WIT:

in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see LESLIE JOHNSON named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein:
2. THAT the same was executed at the Town of Ponoka, in the Province of Alberta and that I am the subscribing witness thereto:
3. THAT I know LESLIE JOHNSON and he/she is in my belief of the full age of eighteen years.

SWORN before me at the

Town of Ponoka

in the Province of Alberta

this 3 day of January, 2018.

Lynn Comeau
Signature of Witness

[Signature]
Signature of Commissioner for Oaths
in and for Alberta

Deborah J. Raugust
Please print or type name of
Commissioner for Oaths

My appointment as Commissioner for Oaths terminates April 6, 2019
Date



182016495

182016495 REGISTERED 2018 01 18
CAVE - CAVEAT
DOC 1 OF 1 DRR#: F00CA6B ADR/JHUTCHES
LINC/S: 0037591907

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

222059345

ORDER NUMBER: 49821736

ADVISORY

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CAVEAT

TO THE REGISTRAR OF THE NORTHERN ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that we, PONOKA COUNTY of 4205 Highway 2A, T4J 1V9 in the Town of Ponoka in the Province of Alberta, claim an interest under and by virtue of a Development Agreement pursuant to Section 655 of the Municipal Government Act dated DECEMBER 23, 2021 between Ponoka County and LESLIE BARRY JOHNSON

DESCRIPTIVE PLAN 1721662
BLOCK 1, LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 31.98 HECTARES (79.02 ACRES) MORE OR LESS

being the lands described in Certificate of Title, _____ standing in the register in the name of LESLIE BARRY JOHNSON 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, Charlie B. Cutforth, Chief Administrative Officer of Ponoka County at 4205 Highway 2A, Ponoka in the Province of Alberta T4J 1V9, as the place at which notices and proceedings relating hereto may be served.

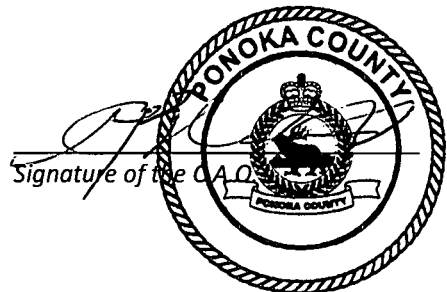
Dated this 23 day of DECEMBER A.D., 2021



CANADA) I, Charlie B. Cutforth
PROVINCE OF ALBERTA) of Ponoka County
TO WIT:) 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 Town of
Ponoka, in the Province of Alberta
This 23 day of DECEMBER A.D. 2021



Deborah J. Raugust
A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2022



PONOKA COUNTY DEVELOPMENT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23 day of DECEMBER, 2021

Between:

PONOKA COUNTY
A Municipal Corporation
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

LESLIE BARRY JOHNSON
In the Province of Alberta
(hereinafter referred to as "the Developer")

OF THE SECOND PART

AGREEMENT

WHEREAS the Developer is the registered owner of those lands situated in Ponoka County described as the:

Lot 1, Block 1, Plan 172-1662 (W ½ NW 12-42-2-W5); (79.02 acres)

AND WHEREAS the Developer proposes to develop the said lands (hereinafter referred to the Development Area);

AND WHEREAS the County and Developer are agreeable to the development of the Development Area by the Developer in accordance with the provisions of this Agreement;

AND WHEREAS the County and Developer have agreed to enter into an Agreement to provide services required within and adjacent to the Development Area;

AND WHEREAS the County and Developer agree that the Developer shall construct and install the Municipal Improvements and Essential Services required throughout and adjacent to the Development Area at the Developer's sole cost and expense as follows;

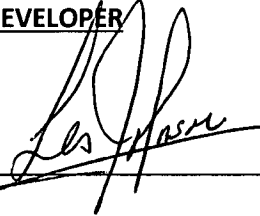
1. **Municipal Improvements** - construct all roads, culverts, approaches and turnarounds to municipal standards and to the satisfaction of the Public Works Superintendent.
 2. **Essential Services** - install electric power to the Development Area within the roadways, utility lots or easement areas adjacent to the lots that are intended to be served by such services. The power shall be installed in a manner and in locations which will permit lot owners within the Development Area to hook up to such services upon paying the normal hook-up fees charged by the Utility Company or franchise holder.
-

The County agrees that the Developer shall be entitled to register this subdivision and construct and install the Municipal Improvements and Essential Services in stages. If the entire approval is not registered within ten years, the Developer must re-apply.

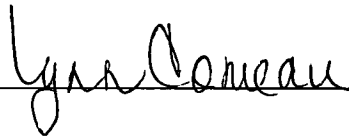
AND WHEREAS upon satisfactory completion of the construction and installation of the municipal improvements and essential services, and the final acceptance of them by the County, the said municipal improvements shall become the property of the County;

NOW THEREFORE, in consideration of the premises and of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the parties have hereunto set their hands the day and year first written above.

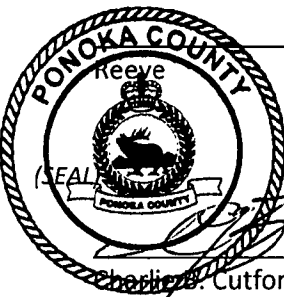
DEVELOPER

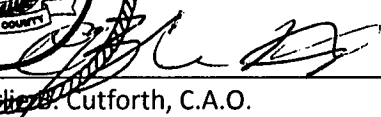


WITNESS



PONOKA COUNTY




Charles Cutforth, C.A.O.





PONOKA COUNTY DEVELOPMENT AGREEMENT

FORM 31

LAND TITLES ACT
(Sections 155 and 156)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, LYNN COMEAU of the TOWN of Ponoka, in the Province of Alberta make oath and say:

1. I was personally present and did see LESLIE BARRY JOHNSON who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at the TOWN of Ponoka, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the people whose signature I witnessed are at least eighteen (18) years of age.

Sworn before me at Town of Ponoka
in the Province of Alberta

this 22 day of DECEMBER, 2021

Lynn Comeau
(Witness Signature)

Deborah J. Raugust
A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2022



222059345

222059345 REGISTERED 2022 03 14
CAVE - CAVEAT
DOC 1 OF 2 DRR#: D000CNG ADR/SLOVELL
LINC/S: 0037591907

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

222059346

ORDER NUMBER: 49821736

ADVISORY

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CAVEAT

TO THE REGISTRAR OF THE NORTHERN ALBERTA LAND REGISTRATION DISTRICT



TAKE NOTICE that we, PONOKA COUNTY of 4205 Highway 2A, T4J 1V9 in the Town of Ponoka in the Province of Alberta, claim an interest under and by virtue of a Road Widening Agreement pursuant to Section 655 of Municipal Government Act dated DECEMBER 22, 2021 between Ponoka County and LESLIE BARRY JOHNSON for the purpose of future road widening.

**DESCRIPTIVE PLAN 1721662
BLOCK 1, LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 31.98 HECTARES (79.02 ACRES) MORE OR LESS**

being the lands described in Certificate of Title, _____ standing in the register in the name of LESLIE BARRY JOHNSON 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, Charlie B. Cutforth, Chief Administrative Officer of Ponoka County at 4205 Highway 2A, Ponoka in the Province of Alberta T4J 1V9, as the place at which notices and proceedings relating hereto may be served.


Dated this 23 day of DECEMBER A.D., 2021


Signature of the C.A.O.


CANADA) I, Charlie B. Cutforth
PROVINCE OF ALBERTA) of Ponoka County
TO WIT:) in the Province of Alberta, make oath and say:

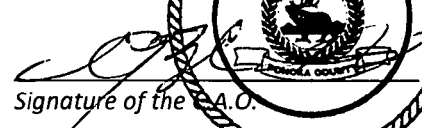

- 1. THAT I am agent for the above-named Caveator.
- 2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town of
Ponoka, in the Province of Alberta
This 23 day of DECEMBER A.D. 2021


A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2022


Signature of the C.A.O.


ROAD WIDENING AGREEMENT

BETWEEN:

PONOKA COUNTY
A Municipal Corporation
(hereinafter called "the County")

- and -

LESLIE BARRY JOHNSON
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS the Developer is or is entitled to become the owner of the lands, which are hereinafter referred to as the Subdivision Area and legally, described as follows:

Lot 1, Block 1, Plan 172-1662 (W ½ NW 12-42-2-W5); (79.02 acres)

And

WHEREAS the County requires an additional 5.03 meters of Right-Of-Way to widen the existing Road Allowances of the roads at or near the Subdivision Area; and

WHEREAS the Developer has agreed to grant to the County the right to widen the existing Road Allowances by the said 5.03 meters;

NOW THEREFORE in consideration of the terms, covenants and conditions to the observed and performed by each of the parties hereto, the County agrees with the Developer and the Developer agrees with the County as follows:

1. The Developer hereby agrees to grant and allow to the County, the right to widen the existing Road Allowance across the front of the subdivided lot being created along Range Road 21 by 5.03 meters, at the sole discretion of the County.
2. The County hereby agrees to pay to the Developer, the sum of \$1.00, being the consideration for the Developer granting to the County the right to widen the existing Road Allowances by 5.03 metres.
3. The Developer hereby agrees and allows the County to prepare and register a Caveat to protect the said interest of the County as specified in Paragraph One of the said Agreement.
4. This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.

5. This Agreement and all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefits of the Executors, Administrators, Successors and Assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereto have set their hand and seal and the Ponoka County has set its corporate seal by its proper officers duly authorized in that behalf this 22 day of DECEMBER A.D. 2021.

SIGNED, SEALED AND DELIVERED
in the presence of:

Wynne Comeau
Witness

[Signature]

PONOKA COUNTY

[Signature]
Chief Administrative Officer



FORM 31

**LAND TITLES ACT
(Sections 155 and 156)**

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, LYNN COMEAU of the TOWN OF PONOKA, in the Province of Alberta
make oath and say:

1. I was personally present and did see LESLIE BARRY JOHNSON who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at the TOWN OF PONOKA, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the people whose signature I witnessed are at least eighteen (18) years of age.

Sworn before me at the TOWN of PONOKA
in the Province of Alberta

this 22 day of DECEMBER 2021

Lynn Comeau
(Witness Signature)

Deborah J. Raugust
A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2022



222059346

222059346 REGISTERED 2022 03 14

CAVE - CAVEAT

DOC 2 OF 2 DRP#: D000CNG ADR/SLOVELL

LINC/S: 0037591907

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

222059360

ORDER NUMBER: 50012538

ADVISORY

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DEFERRED RESERVE CAVEAT

RP/21/46, Remainder — Johnson

TAKE NOTICE that the Ponoka County has an interest in the nature of municipal reserve, school reserve or municipal and school reserve under section 669 of the Municipal Government Act by virtue of the decision of Ponoka County dated the 16TH day of December, A.D., 2021 (date of subdivision approval) in 1.214 hectares (10% of MR owing) of the lands described as follows:

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 1721662

BLOCK 1, LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 31.98 HECTARES (79.02 ACRES) MORE OR LESS

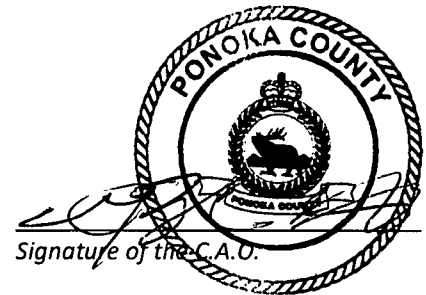
EXCEPTING THEREOUT:

	HECTARES	ACRES
LOT 2, BLOCK 1, PLAN <u>222 0573</u>	6.07	15.00
LOT 3, BLOCK 1, PLAN <u>222 0573</u>	6.07	15.00

standing in the register in the name(s) of LESLIE BARRY JOHNSON of: Box 137, Rimbey, AB TOC 2J0, and the caveator forbids registration of any person as transferee or owner of, or 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 its claim.

I APPOINT, Charlie B. Cutforth, Chief Administrative Officer of Ponoka County at 4205 Highway 2A, Ponoka in the Province of Alberta T4J 1V9, as the place at which notices and proceedings relating hereto may be served.

DATED this 23 day of DECEMBER, AD 2021.



AFFIDAVIT IN SUPPORT OF CAVEAT

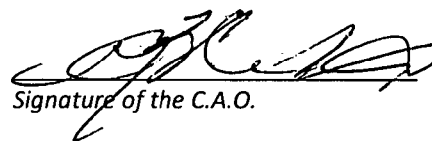
CANADA) I, Charlie B. Cutforth
PROVINCE OF ALBERTA) of Ponoka County
TO WIT:) in the Province of Alberta, make oath and say:

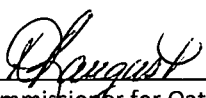
1. THAT I am agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town of

Ponoka, in the Province of Alberta

This 23 day of DECEMBER A.D. 2021


Signature of the C.A.O.


A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2022



222059360

222059360 REGISTERED 2022 03 14

CAVE - CAVEAT

DOC 1 OF 1 DRR#: D000CNG ADR/SLOVELL

LINC/S: 0039103932



Ponoka County

OUR FILE: T01112-139

May 16, 2024

LES JOHNSON, DENISE & CHAD OLSON & ALVIN GRUMBACH
C/O Box 1397
RIMBEY, Alberta
T0C 2J0

Dear Mr. Johnson, Mr. & Mrs. Olson and Mr. Grumbach:

RE: Road Allowance Lease
W NW 12-42-2-W5

The closure and lease of the above-mentioned road allowances has received approval from the Minister of Transportation, and subsequently from Ponoka County Council.

Attached please find four signed lease agreements for this road allowance. We would ask that you read the agreements, sign them in front of a witness and return one copy to us along with the lease fee of \$15.00. Please note, the agreement is not valid until a copy is received by this office.

Yours truly,

Debbi Raugust
Director of Planning
& Legislative Services

/dr
Attachments (4)



Ponoka County

ROAD ALLOWANCE LEASE

MEMORANDUM OF AGREEMENT made this 17 day of May, 2024

BETWEEN:

PONOKA COUNTY
4205 Highway #2A
PONOKA, Alberta T4J 1V9

(hereinafter called "the Lessor")

- and -

LES JOHNSON, DENISE & CHAD OLSON & ALVIN GRUMBACH
c/o Box 1397
RIMBEY, Alberta T0C 2J0

(hereinafter called "the Lessee")

- ◆ The Lessor agrees to let and the Lessee agrees to take for the term of THREE (3) YEARS ending on the 31st day of December, 2026, all that portion of road described as follows:

All that portion of the statutory road allowance lying W NW 12-42-2-W5

the said described land being a portion of a public highway which has been closed comprising length of approximately ONE HALF (1/2) MILE.

- ◆ The Lessee agrees to pay rent for the said land at the rate of FIVE (\$5.00) DOLLARS per year per half-mile or portion thereof, which is the sum of FIFTEEN DOLLARS (\$15.00) upon the delivery of this document; the receipt whereof is hereby acknowledged.
- ◆ The Lessee shall not without the consent of the Lessor, sublet or transfer the demised premises or any portion thereof, and if the Lessee ceases to be the owner or occupier of land adjoining the demised premises, this lease shall terminate and be of no further effect, and no rebate will be forthwith paid by the Lessor to the Lessee for any portion of the term of lease unexpired.
- ◆ The Lessee shall, if required by the Lessor at any time during the term of this lease, permit a right of passage over the demised premises or any portion thereof, and for such purpose shall provide suitable gates if directed by the Lessor and at such places as the Lessor may indicate.

Road Allowance Lease


LES JOHNSON, DENISE & CHAD OLSON & ALVIN GRUMBACH W NW 12-42-2-W5

- ◆ The Lessee shall not remove trees from within the said road allowance.
- ◆ This lease is subject to any rights given to any person under any other Act and to any right granted by the Lessor to any person for the use of the demised premises.
- ◆ This lease is issued subject to the right of the Lessor to open up the road for public use at any time; the lease terminating upon three months' notice of such intention.

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



 Les Johnson



 Witness



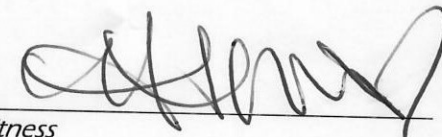
 Denise Olson



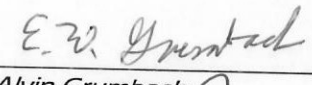
 Witness



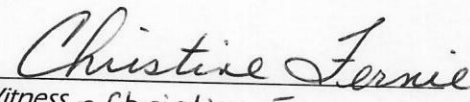
 Chad Olson



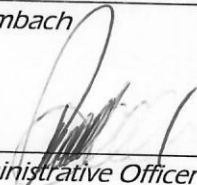
 Witness



 Alvin Grumbach



 Witness - Christine Fernie



 Chief Administrative Officer



 Witness





LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0039 488 788 2321044;2;1 232 116 533

LEGAL DESCRIPTION
PLAN 2321044
BLOCK 2
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 16.05 HECTARES (39.66 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;2;42;12;NE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 172 172 162 +3

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

232 116 533 14/04/2023 SUBDIVISION PLAN

OWNERS

LESLIE BARRY JOHNSON
OF BOX 1397
RIMBEY
ALBERTA T0C 2J0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

082 000 004 02/01/2008 CAVEAT
RE : LEASE INTEREST UNDER 20 ACRES
CAVEATOR - TAMARACK ACQUISITION CORP.
SUITE 600, 425-1 STREET SW
CALGARY
ALBERTA T2P3L8

(DATA UPDATED BY: CHANGE OF NAME 082042205)
(DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

*Please note we are working on getting this registration discharged as the interest is not on the property.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

232 116 533

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

142423487)

(DATA UPDATED BY: TRANSFER OF CAVEAT
202184036)

082 039 204 24/01/2008 UTILITY RIGHT OF WAY
GRANTEE - TAMARACK ACQUISITION CORP.
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 152056861)
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 202181362)

082 051 491 01/02/2008 CAVEAT
RE : LEASE INTEREST UNDER 20 ACRES
CAVEATOR - PENN WEST PETROLEUM LTD.
C/O P.O.BOX 1450
STATION 'M"
CALGARY
ALBERTA T2P2L6
AGENT - ROB GUNN
(DATA UPDATED BY: CHANGE OF NAME 082053470)

*Please note we are working on getting
this registration discharged as the
interest is not on the property.

082 081 977 22/02/2008 UTILITY RIGHT OF WAY
GRANTEE - TAMARACK VALLEY ENERGY LTD.
3300, 308-4 AVE SW
CALGARY
ALBERTA T2P0H7
(DATA UPDATED BY: CHANGE OF NAME 082164797)
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 152056861)
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 232330830)

222 051 763 03/03/2022 UTILITY RIGHT OF WAY
GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.

232 116 540 14/04/2023 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - PONOKA COUNTY.
CHARLIE, B
CUTFORTH
CHIEF ADMINISTRATIVE OFFICER
4205 HIGHWAY2A
PONOKA
ALBERTA T4J1V9

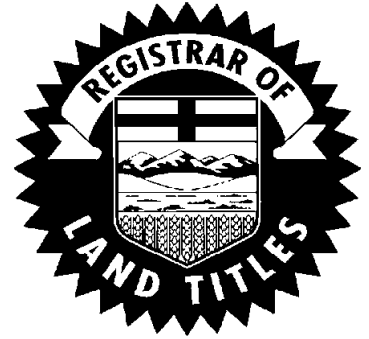
TOTAL INSTRUMENTS: 006

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 26 DAY OF
FEBRUARY, 2024 AT 11:16 A.M.

ORDER NUMBER: 49820653

CUSTOMER FILE NUMBER: clhbid/gk



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:

082000004

ORDER NUMBER: 50012538

ADVISORY

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ALBERTA PADSITE AGREEMENT

This Indenture of Lease made the 1 day of December, A.D., 2007.

BETWEEN

Leslie Barry Johnson,
of **Rimbey**, in the Province of Alberta,
(hereinafter called "the Lessor")

and

CANETIC RESOURCES INC.,
A body corporate having an office at the City of Calgary, in the Province of 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 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH EAST
CONTAINING 65.1 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2163TR	ROAD	0.415	1.03
A) PLAN 0421895	ROAD	0.400	0.99

EXCEPTING THEREOUT ALL MINES AND MINERALS

AS MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE NO. 052 222 352

(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 (\$1.00) (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-five (25) years from the date hereof for any and all purposes and uses as may be necessary for the exploration, development, injection, disposal, and production of oil, gas, related hydrocarbons or substances produced in association therewith, remediation and reclamation,

YIELDING AND PAYING UNTO THE LESSOR:

A) INITIAL PADSITE WELL DRILLED:

A.1) For the first year, the sum of _____
(\$ _____) Dollars which sum includes compensation in full for rental, adverse effect, severance and loss of use, nuisance, inconvenience and damage done to the Leased Premises, including the drilling and completion of the well known as:

CANETIC HOMRIM 04-18-042-01 W5M

(the "Initial Padsite Well")

This first year compensation shall be paid to the 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.

A.2) For each subsequent year the sum of _____
(\$ _____) Dollars payable annually in advance of the anniversary of the date hereof in each year during the currency hereof, which sum includes compensation in full for rental, adverse effect, loss of use, nuisance, inconvenience and damage to the Leased Premises.

B) ADDITIONAL PADSITE WELL(S) DRILLED:

B.1) The Lessor has no objections to the issuance of Well Licences by the Alberta Energy & Utilities Board in favour of the Lessee for any additional well(s) drilled from padsite (located on the Leased Premises), including the following:

CANETIC 102 HOMRIM 16-12-042-02 W5M

B.2) The Lessee agrees to pay the Lessor an initial additional sum of _____
(\$ _____) Dollars per well for the drilling and subsequent operations of each additional well(s) drilled on the padsite.

B.3) For each additional well(s) drilled upon the Leased Premises, the Lessee shall also increase the adverse effect portion of the Lease annual rental described in paragraph A.2) above by the sum of (\$ _____)

Dollars per well, payable the next anniversary date of the lease. If any of the well(s), including the Initial Padsite Well, change status to abandoned, the increased adverse effect payment in respect of that well(s) will be discontinued, and the adverse effect portion of the Lease annual rental will be reduced in the amount of such payment, effective as of the next anniversary date of the Lease.

B.4) The above payments and annual rentals for any additional well(s) drilled shall be effective for any well(s) spudded within three years of the date of this Agreement. Compensation for any well(s) spudded after this date shall be agreed upon prior to drilling.

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

1. Quiet Enjoyment

The Lessor has the right to lease the Leased Premises 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

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-five (25) years herein before mentioned, then this Lease Agreement shall be renewed automatically and the term extended for a further period of twenty-five (25) 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, without limitation, being subject to renewal as provided in this clause 2 at the end of such extended term.

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 the 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 or regulated 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 Leased Premises are not entered upon except for survey purposes or the first year compensation has not been paid within 365 days of the date of this Lease Agreement, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars (\$300.00) 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 paragraphs A.2) and B.3) 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, if agreed to by the Lessor, as set forth in paragraphs A.2) and B.3) above to the actual loss of use 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, at 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, 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 the Lessee is effective or binding upon the other party until the other party has received notice, which notice shall include the name and address of the assignee, together with a copy of a document evidencing such delegation, assignment or conveyance.

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 the determination of reduced annual compensation pursuant to clause 15 of this Lease Agreement, in such cases the determination of whether there has been a breach of this Lease Agreement and the remedy for the breach, if any, including 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 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 one (1) day after delivery if given personally, 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: **P.O. Box 20087, Bow Valley Postal Outlet, Calgary, Alberta T2P 4H3**

Lessor: **Box 1397, Rimbey, Alberta T0C 2J0**

23. Enurement

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

24. Personal Information Consent

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


25. Non-Resident Status

Each Lessor represents that he or she is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), and that if the Lessor's status for income tax purposes changes, the Lessor will promptly notify the Lessee in writing. Subsequent to such notification, any payment made by or on behalf of the Lessee to the Lessor under this Lease will be made net of any deduction or withholding as required by the *Income Tax Act* (Canada) or any other applicable law.

IN WITNESS WHEREOF the Lessor has hereunto set his/her hand and seal and the Lessee has executed this Lease Agreement by its authorized representative in that behalf the day and year first above written.

SIGNED AND DELIVERED

By the above named Lessor in the presence of:



JAMES JOSEPH WILLIAMS Witness



Leslie Barry Johnson Lessor

CANETIC RESOURCES INC.

Witness

Per: Mark Fitzgerald
Vice President, Operations Lessee

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

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

1. I am an officer or a director of **CANETIC RESOURCES INC.**, named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this _____ day of)
_____ A.D. 2007.)

D.K. STROH
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires September 08, 2009

DOWER 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 property given to me by the *Dower Act*, to the extent necessary to give effect to the disposition.

(Signature of Spouse)

CERTIFICATE OF ACKNOWLEDGMENT 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 (or agreement).
 - (b) is aware that the *Dower Act*, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
 - (c) consents to the disposition (or agreement) for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the *Dower Act*, to the extent necessary to give effect to the said disposition (or agreement).
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

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

CANADA
PROVINCE OF ALBERTA
TO WIT:

DOWER AFFIDAVIT

I, **Leslie Barry Johnson**, of **Rimbey**, in the Province of Alberta, make oath and say:

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

~~Neither myself nor my spouse have resided on the within-mentioned land at any time since our marriage.~~ ✓ *see*

SWORN before me at or near Calgary, AB)
in the Province of Alberta, this 1 day of)
DECEMBER A.D. 2007.)

J. Williams

Leslie Barry Johnson
Leslie Barry Johnson

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

I, **JAMES JOSEPH WILLIAMS**, of the City of **Calgary**, in the Province of Alberta, Interim Land Agent, make oath and say:

1. I was personally present and did see **Leslie Barry Johnson** who is (are) known to me to be the person(s) named in the within instrument, duly sign the same for the purposes named therein.
2. The instrument was signed at or near Calgary, AB, in the Province of Alberta, and I am the subscribing witness thereto.
3. I know the said **Leslie Barry Johnson**, and he (she) is (they are each) in my belief of the full age of eighteen years.

SWORN before me at or near Calgary,)
in the Province of Alberta, this 10 day of)
December, A.D. 2007.)

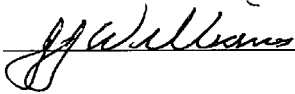
Brianne Kelsey Chapman
BRIANNE KELSEY CHAPMAN
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 13, 2009

J. Williams
JAMES JOSEPH WILLIAMS


CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I, (WE) **Brian Kriz (Occupant)**, of **Rimbey**, in the Province of Alberta, having an interest in the within lands by virtue of an verbal Agreement or Instrument dated the ___ day of _____, A.D. _____, 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 or near **Rimbey**, in the Province of Alberta, this 4 day of DECEMBER, A.D. 2007.



Witness



Brian Kriz Occupant


CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION


I, **JAMES JOSEPH WILLIAMS**, of the City of Calgary, in the Province of Alberta, Land Agent/Interim Land Agent, make oath and say:

1. I was personally present and did see **Brian Kriz** who is (are) known to me to be the person(s) named in the within instrument, duly sign the same for the purposes named therein.
2. The instrument was signed at or near **Rimbey**, in the Province of Alberta, and I am the subscribing witness thereto.
3. I know the said **Brian Kriz**, and he (she) is (they are each) in my belief of the full age of eighteen years.

SWORN before me at or near Calgary,)
in the Province of Alberta, this 16 day of)
December A.D. 2007.)

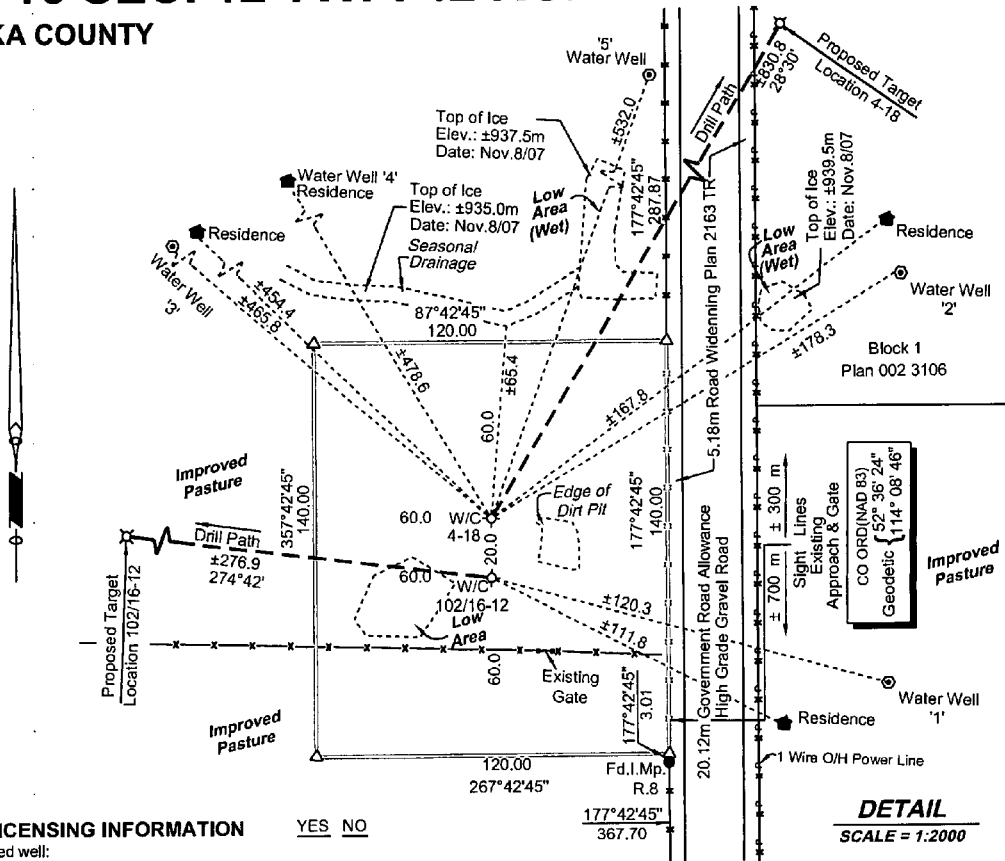


BRIANNE KELSEY CHAPMAN
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 13, 2009



JAMES JOSEPH WILLIAMS

PLAN SHOWING SURVEY OF
CANETIC HOMRIM 4-18-42-1
CANETIC 102 HOMRIM 16-12-42-2
PAD SITE
DIRECTIONAL DRILL FROM A SURFACE LOCATION WITHIN
L.S. 16 SEC. 12 TWP. 42 RGE. 2 W.5 M.
PONOKA COUNTY



CO ORD(NAD 83)
 52° 36' 24"
 Geodetic 114° 08' 46"

DETAIL
 SCALE = 1:2000

EUB LICENSING INFORMATION

The proposed well:	YES	NO
meets the land reclamation guidelines.(Low Area)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
requires Historical Act Clearance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
is at least 1.5 km from the corporate limits of any city, town or village.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
is at least 5.0 km from any lighted aerodrome.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
is at least 1.6 km from any unlighted aerodrome.	<input type="checkbox"/>	<input type="checkbox"/>
is at least 100m from any surface improvements.	<input type="checkbox"/>	<input type="checkbox"/>
is at least 40m from any surveyed road.	<input type="checkbox"/>	<input type="checkbox"/>
is at least 100 m. from any water body.	<input type="checkbox"/>	<input type="checkbox"/>
is outside any potential coal development area.	<input type="checkbox"/>	<input type="checkbox"/>
is 200m from any water well.	<input type="checkbox"/>	<input type="checkbox"/>

WELL CENTER COORDINATES :

See Coordinates Table

DATUM :

A.S.C.M. # 349654
 Elev.: 925.721 m

ELEVATIONS :

Ground @ Well Center:
 See Coordinates Table
 N.W.: 936.94 N.E.: 939.99
 S.W.: 937.00 S.E.: 940.34

AREAS :

Hectares Acres
 Pad Site: 1.680 4.15

OWNERS : **LESLIE BARRY JOHNSON**
 (C. of T.: 052 222 352)

OPERATOR **CANETIC**
 CANETIC RESOURCES INC.

I, Craig C. Hughes, Alberta Land Surveyor, of the City 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 8th day of November, 2007.

Craig C. Hughes

Alberta Land Surveyor Date Signed :
 Craig C. Hughes November 21st, 2007

Witness
JinHyun Woo
 JinHyun Woo



McElhanney
 McElhanney Land Surveys (ALTA.) Ltd.
 450, 999-8th Street S.W.
 Calgary, Alberta
 T(403)245-4711 F(403)229-9160

Surveyed by: CF
 Drafted by: JW
 Checked by: CD
 CAD File No.: C13629WS1
 JOB No: 331113629

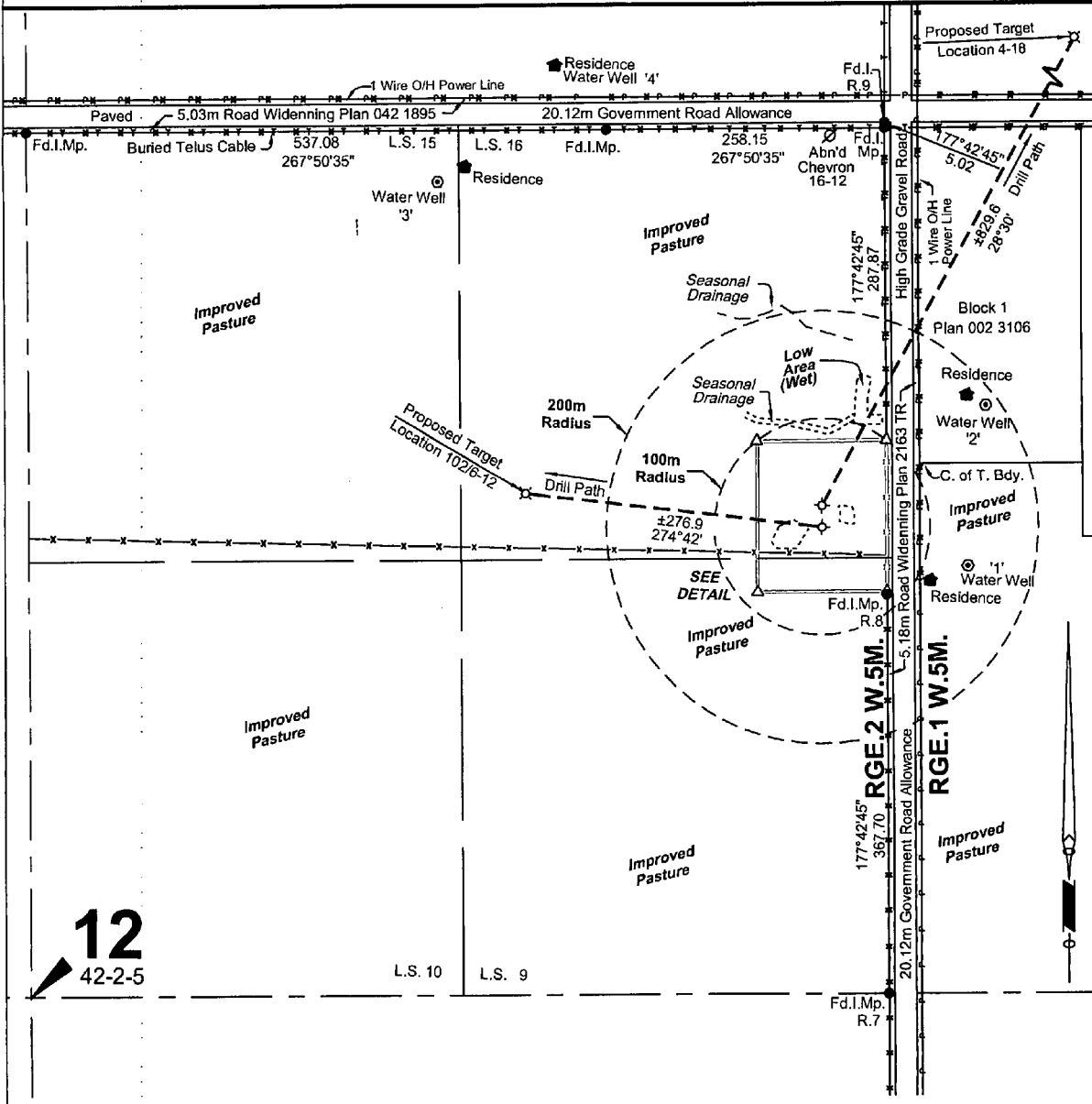
**SURFACE IMPROVEMENTS
WITHIN 100m**

- 5.18m Road Widening Plan 2163 TR; ±60.00m
- 20.12m Government Road Allowance
- High Grade Gravel Road, ±65.17m
- 1 Wire O/H Power Line; ±90.47m

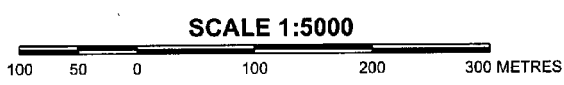
WATER WELLS

- 1) Water Well Tie: ±120.3m @ 105°14'
N.W.1/4 SEC.7-42-1-5
C. of T.: 072 620 457 +3
- 2) Water Well Tie: ±±178.3m @ 57°00'
Plan 002 3106, Block 1
C. of T.: 062 238 219

- 3) Water Well Tie: ±465.8m @ 308°07'
N.E.1/4 SEC.12-42-2-5
C. of T.: 052 222 352
- 4) Water Well Tie: ±478.6m @ 326°59'
S.E.1/4 SEC.13-42-2-5
C. of T.: 072 530 349
- 5) Water Well Tie: ±532.0m @ 17°48'
Plan 072 4411, Lot 9, Block 1,
C. of T.: 072 346 589



12
42-2-5



LBJ

LEGEND

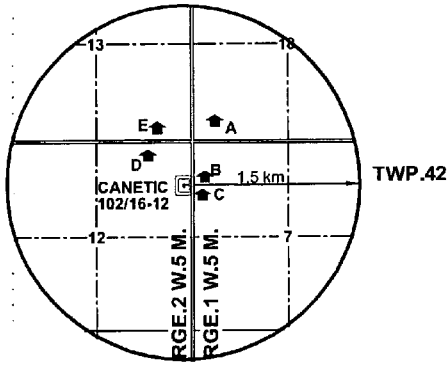
- Survey monuments found are shown thus: ●
- 30cm Iron spikes planted are shown thus: ▲
- Iron spikes found are shown thus: △
- Temporary GPS Point: ✕
- Proposed well center shown thus: ⊕
- Proposed target location shown thus: ⊗
- Existing well head shown thus: ⊕
- Abandoned well bore shown thus: ⊖
- Portions referred to are shown thus: []
- Temp. workspace is shown thus: []
- Distances are in metres and decimals.

All distances shown are horizontal and at ground level.

All bearings are NAD83 UTM grid bearings and referenced to the Central Meridian 117°W. The Combined Scale Factor derived is 0.999910

REVISIONS

Rev.	Date	Description	Drafted By:	Checked By:
0	Nov. 21 / 07	Issued	JW	CD



OCCUPIED RESIDENCES SHOWN THUS: NEAREST URBAN CENTRE IS THE TOWN OF RIMBEY ±5.58km NORTHWEST OF PAD LOCATION. THE NEAREST OCCUPIED RESIDENCE IS 'C' ±0.11km SOUTHEAST OF THE PROPOSED PAD LOCATION. THE NEAREST SURFACE DEVELOPMENT IS A RESIDENCE ±0.11km SOUTHEAST OF THE PROPOSED PAD LOCATION.

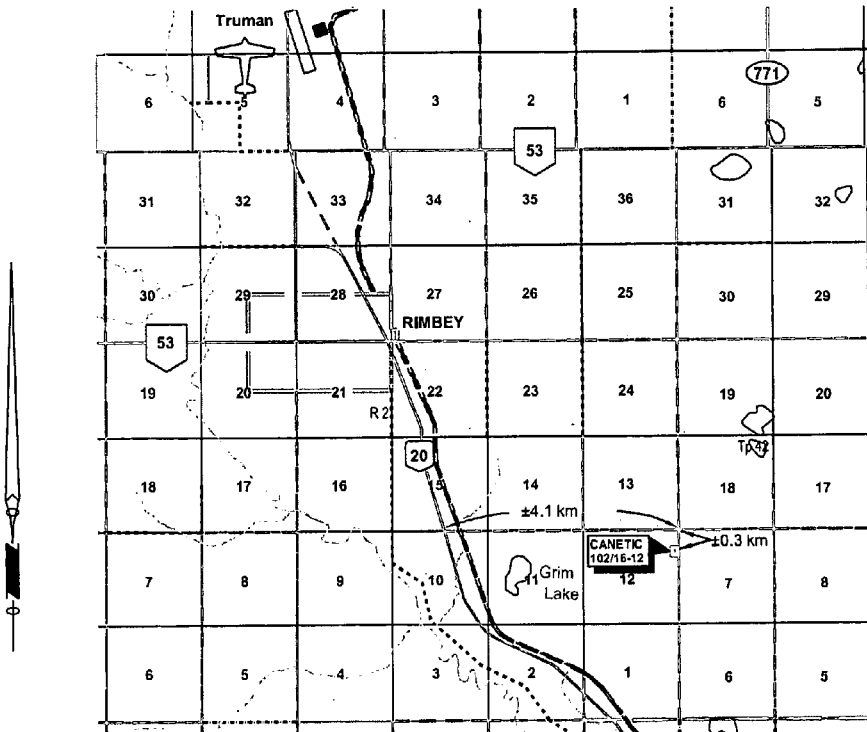
RESIDENCE SKETCH

Scale: 1:50000

COORDINATE TABLE

WELL NAME	SURFACE COORDINATES	TARGET COORDINATES	GROUND ELEVATION
CANETIC HOMRIM 4-18-42-1	353.05 m South of North Bdy. } Sec. 12	340.00 m North of South Bdy. } Sec. 18	940.46
SURVEY DATE: Nov.8/07	65.17 m West of East Bdy. }	340.00 m East of West Bdy. }	
CANETIC 102 HOMRIM 16-12-42-2	373.05 m South of North Bdy. } Sec. 12	340.00 m South of North Bdy. } Sec. 12	939.28
SURVEY DATE: Nov.8/07	65.17 m West of East Bdy. }	340.00 m West of East Bdy. }	

WELL NAME	GEOGRAPHIC SURFACE COORDINATES NAD 83 (MARCH 2005)	UTM COORDINATES NAD 27 (ATS Ver. 2.2)	
		SURFACE	BOTTOM
CANETIC HOMRIM 4-18-42-1	Latitude: 52.607287 } Decimal Longitude: 114.146931 } Degrees	5832179.2 N. 693271.6 E.	5832908.5 N. 693669.3 E.
CANETIC 102 HOMRIM 16-12-42-2	Latitude: 52.607108 } Decimal Longitude: 114.146931 } Degrees	5832159.2 N. 693272.4 E.	5832181.4 N. 692995.9 E.



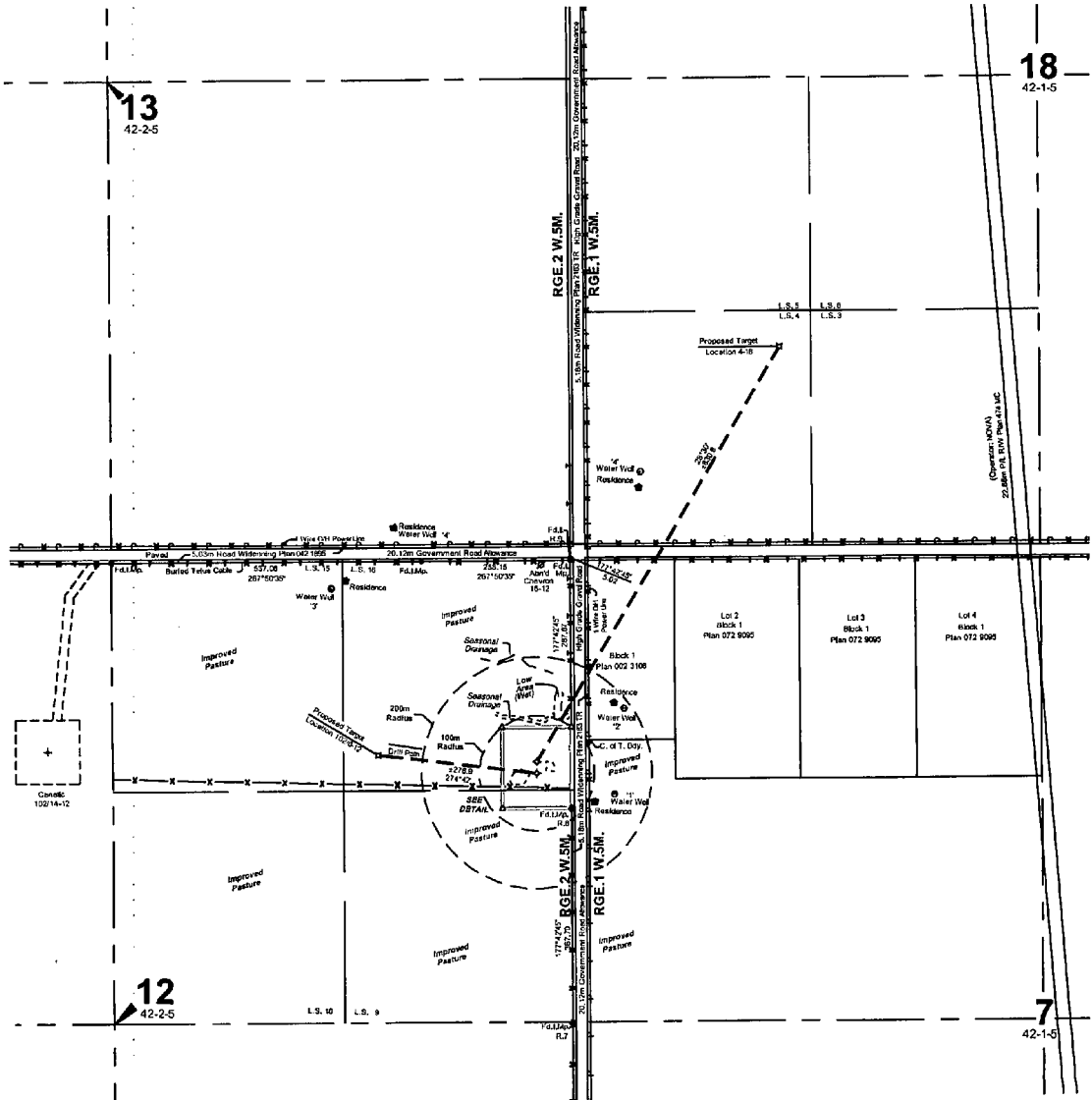
ACCESS ROUTE DETAIL

SCALE 1:100000

LEGEND

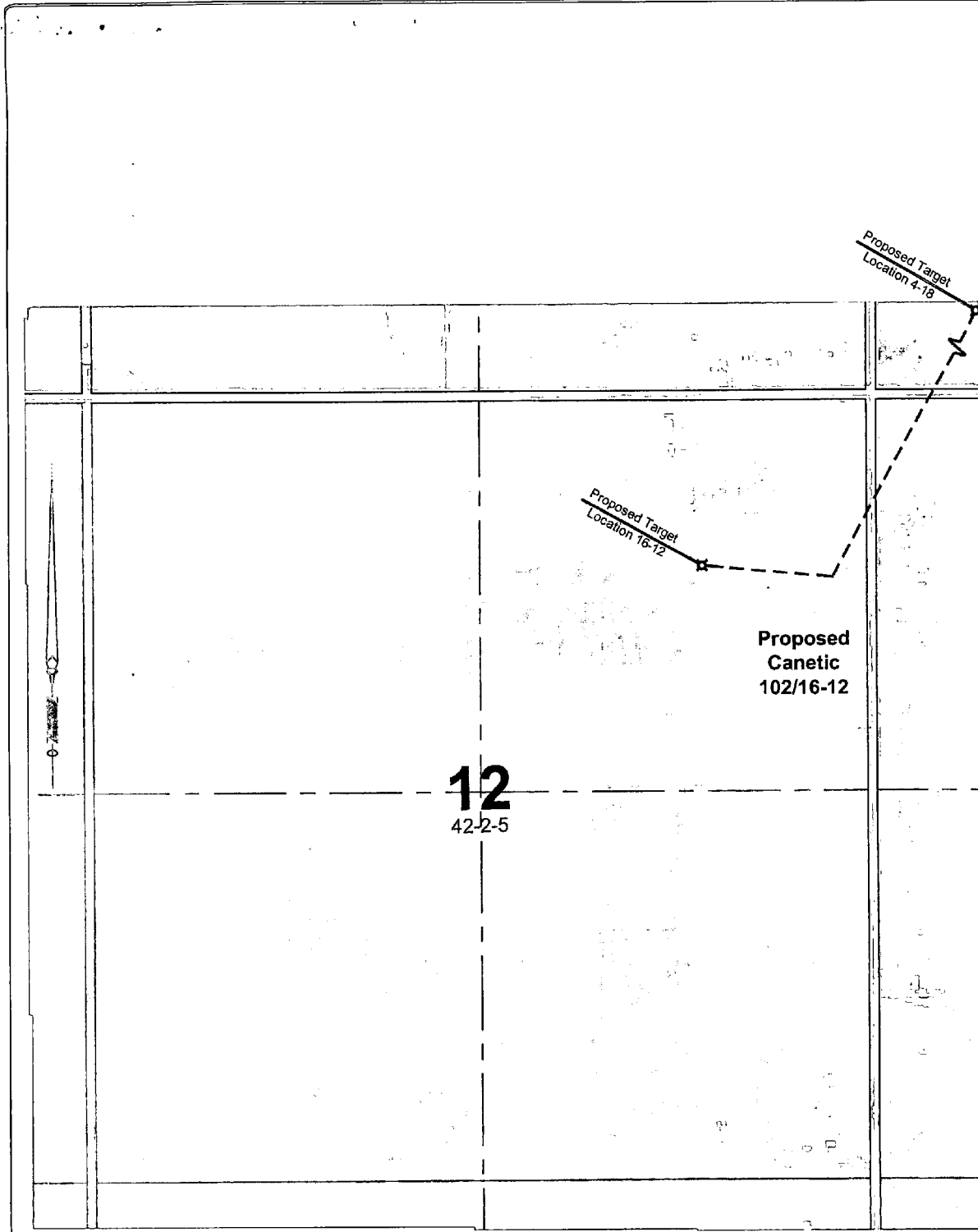
- Paved Road: ————
- High Grade Gravel Road: ————
- Medium Grade Gravel Road: ————
- Low Grade Gravel Road: ————
- Trail: ······
- Railways: ————
- Twp. & Rge. Lines: ————
- Municipal District Boundary: ————
- Hamlet: ————
- Village, Town, City: ————
- Water: ————

Handwritten signature/initials



BOTTOM HOLE DETAIL
Scale: 1:10000

LBJ



AERIAL IMAGE DETAIL

IMAGERY DATE: MAY, 2005.

SCALE: 1:10000

LBJ
[Signature]

CAVEAT FORBIDDING REGISTRATION

Form 26
Land Titles Act, Section 130

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

Take notice that I(we), **CANETIC RESOURCES INC.**, a body corporate, having an office in the City of Calgary, in the Province of Alberta, the caveator, claim an interest as Lessee pursuant to an Alberta Padsite Agreement dated the 1st day of December, A.D. 2007, for a padsite covering 4.15 acres in the lands described as follows:

**MERIDIAN 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH EAST
CONTAINING 65.1 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2163TR	ROAD	0.415	1.03
A) PLAN 0421895	ROAD	0.400	0.99

EXCEPTING THEREOUT ALL MINES AND MINERALS

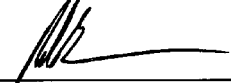
As More Particularly Described And Contained In Certificate Of Title No. **052 222 352**

standing in the register in the name(s) of **Leslie Barry Johnson**, and I(we) forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my/our claim.

I(We) designate the following address as the place at which notices and proceedings relating hereto may be served: **PO Box 20087 Bow Valley Postal Outlet, Calgary, Alberta T2P 4H3**

In witness whereof, I have hereunto subscribed my name this 13th day of December, A.D. 2007.

CANETIC RESOURCES INC.
by its Agent:
MSL Land Services Ltd.



Per: **Rob Gunn, Land Agent**

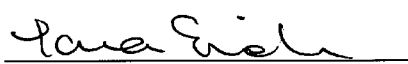
AFFIDAVIT IN SUPPORT OF CAVEAT

Form 27
Land Titles Act, Section 131

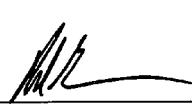
I, **Rob Gunn**, Land Agent, make oath and say (or solemnly declare) as follows:

1. I am the within named caveator (or agent for the caveator)
2. I believe that I/we have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 with it.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 13 day)
of December, A.D. 2007.)



TARA LYNN ERICKSON
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires May 22, 2010



Rob Gunn



02000004

082000004 REGISTERED 2008 01 02

CAVE - CAVEAT

DOC 1 OF 1 DR#: A009DAA ADR/CLOFTON

LINC/S: 0030417951

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

082051491

ORDER NUMBER: 50012538

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

Form 26
Land Titles Act, Section 130

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

Take notice that I(we), **CANETIC RESOURCES INC.**, a body corporate, having an office in the City of Calgary, in the Province of Alberta, the caveator, claim an interest as Lessee pursuant to an Alberta Site Lease Agreement dated the 1st day of December, A.D. 2007, for a Riser Site covering 0.06 acres in the lands described as follows:

**MERIDIAN 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH EAST
CONTAINING 65.1 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2163TR	ROAD	0.415	1.03
A) PLAN 0421895	ROAD	0.400	0.99

EXCEPTING THEREOUT ALL MINES AND MINERALS

As More Particularly Described And Contained In Certificate Of Title No. **052 222 352**

standing in the register in the name(s) of **Leslie Barry Johnson**, and I(we) forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my/our claim.

I(We) designate the following address as the place at which notices and proceedings relating hereto may be served: **PO Box 20087 Bow Valley Postal Outlet, Calgary, Alberta T2P 4H3**

In witness whereof, I have hereunto subscribed my name this 18th day of January, A.D. 2008.

CANETIC RESOURCES INC.
by its Agent:
MSL Land Services Ltd.



Per: **Rob Gunn, Land Agent**

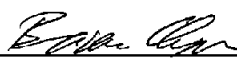
AFFIDAVIT IN SUPPORT OF CAVEAT

Form 27
Land Titles Act, Section 131

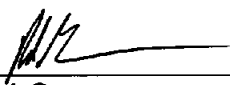
I, **Rob Gunn**, Land Agent, make oath and say (or solemnly declare) as follows:

1. I am the within named caveator (or agent for the caveator)
2. I believe that I/we have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 with it.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 18th day)
of January, A.D. 2008.)



BRIANNE KELSEY CHAPMAN
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 13, 2009



Rob Gunn

ALBERTA SITE LEASE AGREEMENT

This Indenture of Lease made the 1 day of December A.D. 2007

BETWEEN

Leslie Barry Johnson
of Rimbey, in the Province of Alberta,

(hereinafter called the "Lessor")

-and-

CANETIC RESOURCES INC.

(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 5 RANGE 2 TOWNSHIP 42
SECTION 12
QUARTER NORTH EAST
CONTAINING 65.1 HECTARES (161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2163TR	ROAD	0.415	1.03
A) PLAN 0421895	ROAD	0.400	0.99

EXCEPTING THEREOUT ALL MINES AND MINERALS

AS MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE NO. 052 222 352

(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 sum of One Dollar (\$1.00) (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-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year, the sum of _____ Dollars (\$ _____) which sum includes compensation in full for rental, adverse effect, severance and loss of use, nuisance, inconvenience and damage done to the Leased Premises.

(b) for each subsequent year the sum of _____ Dollars (\$ _____) payable annually in advance of the anniversary of the date hereof in each year during the currency hereof, which sum includes compensation in full for rental, adverse effect, loss of use, nuisance, inconvenience and damage to the Leased Premises.

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

1. Quiet Enjoyment

The Lessor has the right to lease the Leased Premises 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

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-five (25) years hereinbefore mentioned, then this Lease Agreement shall be renewed automatically and the term extended for a further period of twenty-five (25) 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, without limitation, being subject to renewal as provided in this clause 2 at the end of such extended term.

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 the 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 or regulated 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 Leased Premises covered by this Site Lease are not entered upon, except for survey purposes, within 365 days of the date of this Site Lease, the Lessee shall pay to the Lessor the sum of three hundred Dollars (\$ 300.00) 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, 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.

L.B.

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 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, 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 the Lessee is effective or binding upon the other party until the other party has received notice, which notice shall include the name and address of the assignee, together with a copy of a document evidencing such delegation, assignment or conveyance.

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 the determination of reduced annual compensation pursuant to clause 15 of this Lease Agreement, in such cases the determination of whether there has been a breach of this Lease Agreement and the remedy for the breach, if any, including 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

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

20.2 All notices to be given herein may be given personally 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 one (1) day after delivery if given personally, 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: **P.O. Box 20087 Bow Valley Postal Outlet, Calgary, AB T2P 4H3**

Lessor: **Box 1397, Rimbey, Alberta T0C 2J0**

23. Enurement

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

24. Personal Information Consent

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

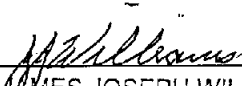
25. Non-Resident Status

Each Lessor represents that he or she is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), and that if the Lessor's status for income tax purposes changes, the Lessor will promptly notify the Lessee in writing. Subsequent to such notification, any payment made by or on behalf of the Lessee to the Lessor under this Lease will be made net of any deduction or withholding as required by the *Income Tax Act* (Canada) or any other applicable law.

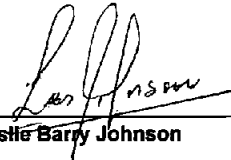
IN WITNESS WHEREOF the Lessor has hereunto set his/her hand and seal and the Lessee has executed this Lease Agreement by its authorized representative in that behalf the day and year first above written.

SIGNED AND DELIVERED

by the above named Lessor in the presence of:



JAMES JOSEPH WILLIAMS Witness



Leslie Barry Johnson Lessor

CANETIC RESOURCES INC.

Witness

Per: Mark Fitzgerald Grantee
Vice President, Operations

Witness

Per: Don Robson Grantee
Vice President, Land

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

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

I am an officer or a director of **CANETIC RESOURCES INC.**, named in the within or annexed instrument.

1. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this _____ day of)
_____ A.D. 2007.)

D.K. STROH
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires September 08, 2009

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

Dated at or near _____, in the Province of Alberta, this ____ day of _____ A.D. 2007.

CANADA
PROVINCE OF ALBERTA
TO WIT:

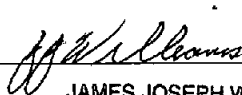
DOWER AFFIDAVIT

I, **Leslie Barry Johnson** of **Rimbey**, in the Province of Alberta, make oath and say:

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

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

SWORN before me at or near Rimbey,)
in the Province of Alberta, this 1 day of)
DECEMBER A.D. 2007.)



JAMES JOSEPH WILLIAMS
A Commissioner for Oaths
in and for the Province of Alberta

My Commission Expires October 15, 2010



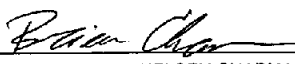
Leslie Barry Johnson

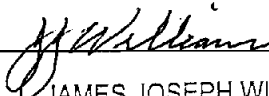
AFFIDAVIT OF EXECUTION

I, JAMES JOSEPH WILLIAMS of the City of Calgary, in the Province of Alberta, Land Agent/Interim Land Agent, make oath and say:

1. That I was personally present and did see **Leslie Barry Johnson** named in the within instrument, who is(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 or near Calgary, ~~Rimbey~~, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **Leslie Barry Johnson** and he/she is (they are each) in my belief, of the full age of eighteen years.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 14 day of)
December A.D. 2007.)



BRIENNE KELSEY CHAPMAN
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 13, 2009



JAMES JOSEPH WILLIAMS

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I, (WE) **Brian Kriz**, Occupant, of **Rimbey**, in the Province of Alberta, having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____ A.D. _____, 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 or near **Rimbey**, in the Province of Alberta, this 4 day of DECEMBER A.D. 2007.


JAMES JOSEPH WILLIAMS Witness

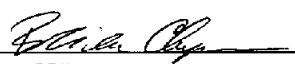

Brian Kriz Occupant


AFFIDAVIT OF EXECUTION

I, JAMES JOSEPH WILLIAMS of the City of Calgary, in the Province of Alberta, Land Agent/Interim Land Agent, make oath and say:

- I was personally present and did see **Brian Kriz** who is (are) known to me to be the person(s) named in the within instrument, duly sign the same for the purposes named therein.
- The instrument was signed at or near **Rimbey**, in the Province of Alberta, and I am the subscribing witness thereto.
- I know the said **Brian Kriz**, and he (she) is (they are each) in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 14 day of)
December A.D. 2007.)

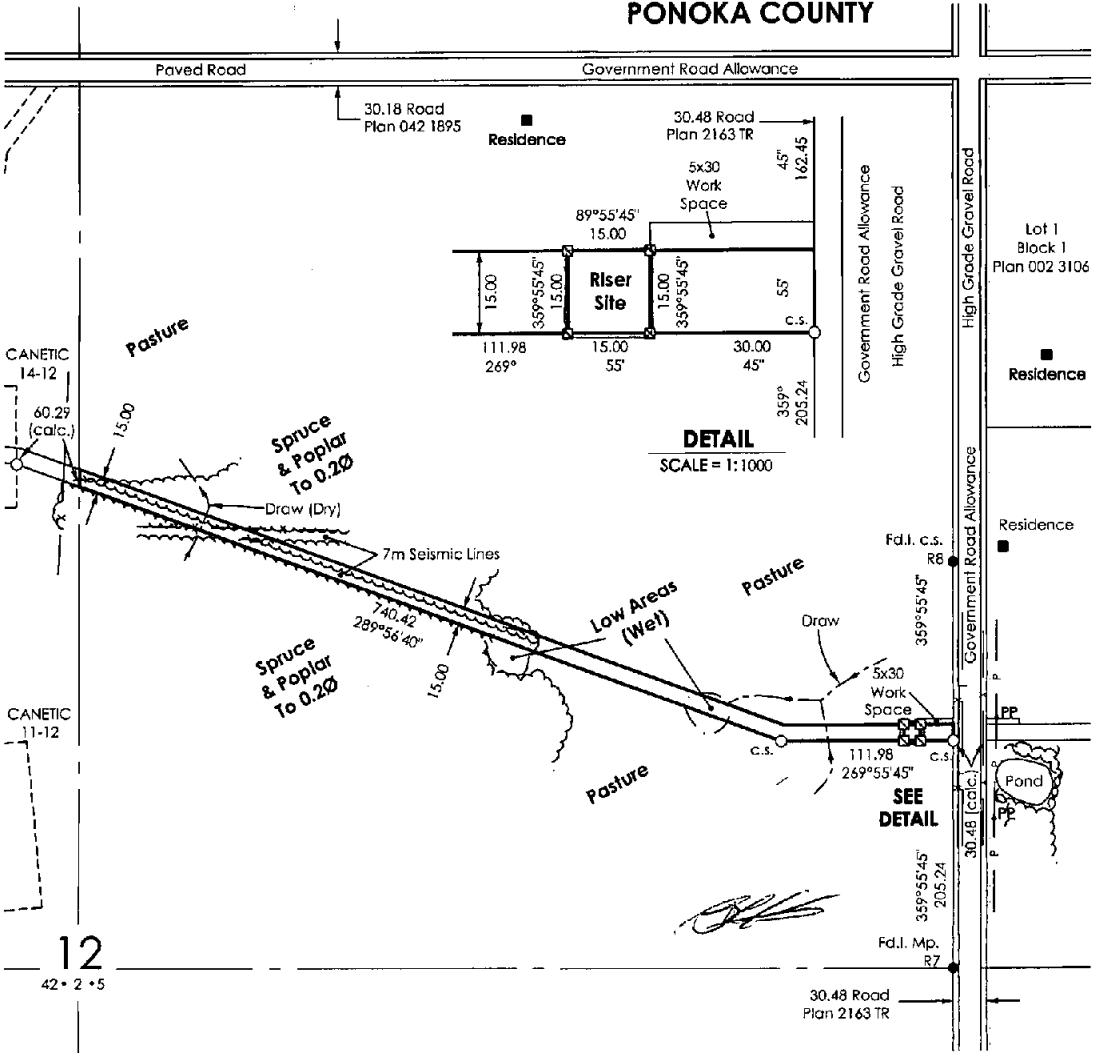

BRIENNE KELSEY CHAPMAN
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires Sept. 13, 2009


JAMES JOSEPH WILLIAMS



canetic

CANETIC RESOURCES INC. INDIVIDUAL OWNERSHIP PLAN SHOWING 15.00 P/L R/W & RISER SITE WITHIN NE 1/4 SEC.12-TWP.42-RGE.2-W5M. PONOKA COUNTY



CANETIC 14-12
60.29 (calc.)
15.00
CANETIC 11-12

42-2+5

Lot 1
Block 1
Plan 002 3106

Fd.I. c.s. R6
389°55'45"
205.24
Fd.I. Mp. R7
30.48 (calc.)
30.48 Road Plan 2163 TR

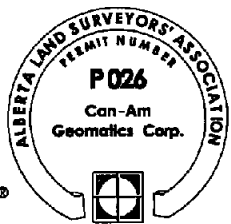
AREA REQUIRED: FOR P/L R/W: 1.241 ha (3.06 Ac.)
FOR WORK SPACE: 0.015 ha (0.04 Ac.)
FOR RISER SITE: 0.023 ha (0.06 Ac.)

OWNER(S): LESLIE BARRY JOHNSON

CERT. OF TITLE: 052 222 352
The location of the right-of-way is agreed to this 1 day of DEC, 2007

I/We have no objection to the Alberta Energy and Utilities Board permit.

Owner(s)



LEGEND

- SCALE = 1:5000
- Monuments found: ●
- Monuments placed: ○
- Iron spikes placed: △
- Portions referred to: [Symbol]
- Temporary position: [Symbol]
- Distances are in metres.

I, Les J. Frederick, Alberta Land Surveyor, hereby certify that the survey represented by this plan is true and correct to the best of my knowledge and was completed on the 9th day of November, 2007.

ALBERTA LAND SURVEYOR

NO.	DATE	REVISION	DRN	CKD
0	07/11/22	ISSUED	KT	DM
1	07/11/28	RISER SITE LOCATION	BR	OH

can-am geomatics®
1.800.478.6141 Edmonton, Alberta

I.O.P. No. 4/7 of Plan No. 1/1 E 579-07
SURVEYED BY: MH/TW



082051491

082051491 REGISTERED 2008 02 01

CAVE - CAVEAT

DOC 1 OF 1 DRR#: B008D54 ADR/EDMVELJI

LINC/S: 0030417951

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

232116540

ORDER NUMBER: 50012538

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 NORTHERN ALBERTA LAND REGISTRATION DISTRICT

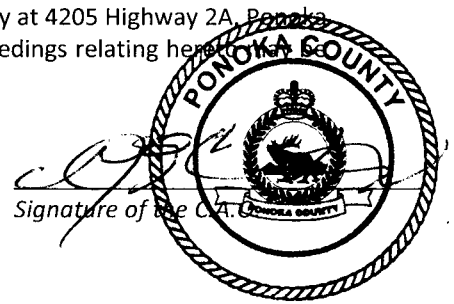
TAKE NOTICE that we, PONOKA COUNTY of 4205 Highway 2A, T4J 1V9 in the Town of Ponoka in the Province of Alberta, claim an interest under and by virtue of a Development Agreement pursuant to Section 655 of Municipal Government Act dated JANUARY 4, 2023, between Ponoka County and LESLIE JOHNSON for the purpose of future road approach construction.

Lot 1, Block 2, Plan 232 1099
and the remainder parcel of NE 12-42-2-W5

being the lands described in Certificate of Title, 232 116 533+1 standing in the register in the name of LESLIE JOHNSON 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, Charlie B. Cutforth, Chief Administrative Officer of Ponoka County at 4205 Highway 2A, Ponoka in the Province of Alberta T4J 1V9, as the place at which notices and proceedings relating hereof are served.

Dated this 11 day of JANUARY A.D., 2023



CANADA) I, Charlie B. Cutforth
PROVINCE OF ALBERTA) of Ponoka County
TO WIT:) 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.

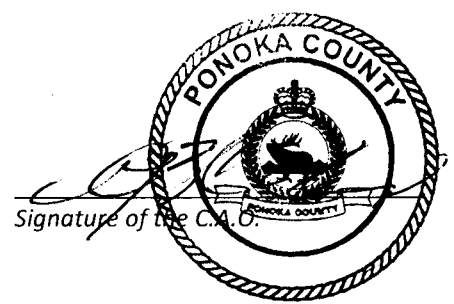
SWORN before me at the Town of
Ponoka, in the Province of Alberta

D This 21 day of JANUARY A.D. 2023

D. Raugust
A Commissioner for Oaths in and for Alberta

Print Name Deborah J. Raugust

Expiry Date APRIL 6, 2025



DEVELOPMENT AGREEMENT FOR APPROACH CONSTRUCTION

THIS AGREEMENT

BETWEEN:

PONOKA COUNTY
A Municipal Corporation
(hereinafter called "the County")

- and -

LESLIE JOHNSON
(hereinafter called "the Developer")

OF THE SECOND PART

WHEREAS the Developer is or is entitled to become the owner of the lands, which are hereinafter referred to as the Subdivision Area and legally, described as follows:

Lot 1, Block 2, Plan 232 1044
and the remainder parcel
(Pt. NE 12-42-2-W5)

AND WHEREAS the County requires that legal and physical access be provided to each new parcel of land created by subdivision;

AND WHEREAS the Developer, as a condition of subdivision approval, has agreed to construct physical access to the new parcel(s) being created at a future date;

NOW THEREFORE in consideration of the terms, covenants and conditions to be observed and performed by each of the parties hereto, the County agrees with the Developer and the Developer agrees with the County as follows:

1. The Developer hereby agrees to construct the required approach(es) to the Subdivision Area at the Developer's sole cost and expense, to the satisfaction of the Public Works Superintendent or his designate, and in accordance with Ponoka County Policy 02-002 "Approach Access Standards".
2. The County hereby agrees to authorize the subdivision to proceed to registration without construction of the legal access at this time.

3. The Developer hereby agrees and allows the County to prepare and register a Caveat to protect the said interest of the County as specified in Paragraph One of the said Agreement, said Caveat to be removed upon successful completion of the approach to County standards.
4. This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.
5. This Agreement and all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefits of the Purchasers, Executors, Administrators, Successors and Assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereto have set their hand and seal and Ponoka County has set its corporate seal by its proper officers duly authorized in that behalf this 4 day of January, A.D. 2023.

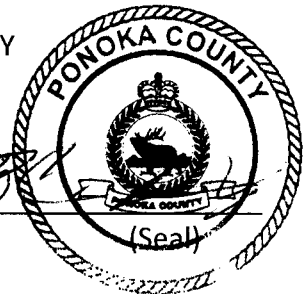
SIGNED, SEALED AND DELIVERED
in the presence of:

Christine Ferme
Witness

[Signature]
(Landowner)

PONOKA COUNTY

Per: [Signature]



AFFIDAVIT OF EXECUTION

CANADA

I, Christine Fernie
Name of Witness

PROVINCE OF ALBERTA

of the Town of Rimbey

TO WIT:

in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see LESLIE JOHNSON named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein:
2. THAT the same was executed at the Rimbey, in the Province of Alberta and that I am the subscribing witness thereto:
3. THAT I know LESLIE JOHNSON and they are in my belief of the full age of eighteen years.

SWORN before me at the

Town of Rimbey

in the Province of Alberta

this 4 day of January 2023

Christine Fernie
Signature of Witness

[Signature]

Signature of Commissioner for Oaths
in and for Alberta

GEORGE E. SMYTH
EXPIRES DEC. 27, 2023

Please print or type name of
Commissioner for Oaths

My appointment as Commissioner for Oaths terminates December 27, 2023
Date



232116540

232116540 REGISTERED 2023 04 14

CAVE - CAVEAT

DOC 1 OF 2 DRR#: E000VFJ ADR/SLOVELL

LINC/S: 0039488788