

Province of Saskatchewan

Land Titles Registry

Title

Title #: 152733731

Title Status: Active

Parcel Type: Surface

Parcel Value: \$115,500.00 CAD

Title Value: \$115,500.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909852

As of: 26 Jan 2026 10:21:21

Last Amendment Date: 09 Mar 2020 14:05:48.766

Issued: 09 Mar 2020 14:05:48.220

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140805008

Reference Land Description: NE Sec 24 Twp 14 Rge 28 W 3 Extension 1

As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429304

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

830-1 Calgary Pl

Calgary, Alberta, Canada T2P 0L4

Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:

187429315

CNV Caveat

Value: N/A

Reg'd: 26 Oct 1981 00:20:27

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 108454169

Int. Register #: 106757163

Converted Instrument #: 81SC12266

Interest #:
187429326

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073

Int. Register #: 106757174
Converted Instrument #: 89SC22828

Interest #:
187429337

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429348

CNV Caveat

Value: N/A
Reg'd: 05 Oct 1992 00:18:26
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
Attn: Land Administration, North Canadian Oils Limited, 600 North Canadian
Oils Bldg 2500 Victoria Ave
Regina, Saskatchewan, Canada S4P 3X2

Client #: 111551509

Int. Register #: 106757196
Converted Instrument #: 92SC11065

Interest #:
187429359

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005821 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: [Parcel \(Generic\)](#)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>10</i> ⁰⁰	From <i>Western Land Services Co Ltd</i>
Amt. Rec'd <i>916</i>	Address <i>Calgary</i>
Balance	Their Reference <i>NU 31-14-27-W3.16</i>

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee? *No*
Is Instrument Registrable? *yes* Titles Affected *73-SC-14148, 73-SC-14149(a)*
..... *73-SC-14149* *73-SC-14148(a)*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>clear</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

607 Initials

WLS**WESTERN LAND Services Co. Ltd.**

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

OUR FILE: C (M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

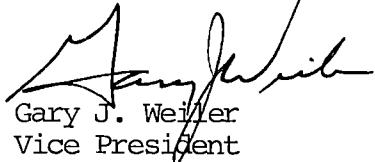
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

Any fees in this matter please deduct from our firm's account.

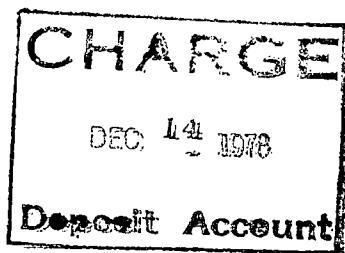
Yours very truly,

WESTERN LAND SERVICES CO. LTD.



Gary J. Weiller
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon byCoseka Resources Limited of Calgary,in the Province of Alberta for the purpose of;Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

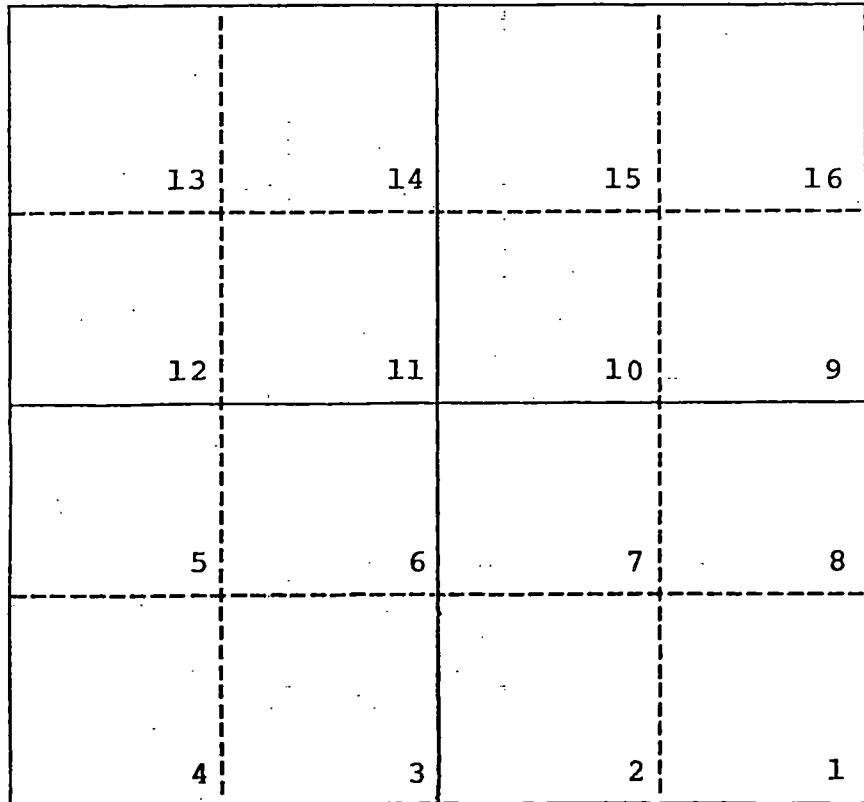
It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

William Hagel

OCCUPANT OR OWNER:

William HagelSec. 31 Twp. 14 Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.NORTHWESTEASTSOUTH

Wellsite	Acres more or less
Roadway	Acres more or less
TOTAL	Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT

N

N. W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.67 ha

N. E. 1/4 Sec. 24. 14. 28. 3

Area Req'd = 0.10 ha

S.W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.05 ha

Detail A
1.200

152° 16' 00"
7626
148° 34' 45"

S. E. 1/4 Sec. 24. 14. 28. 3
Area Req d = 0.26 ha

Owner:

Title No.

Date: Sept 19 /78

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Certified Correct

Geo. A. Munro

S A L S.

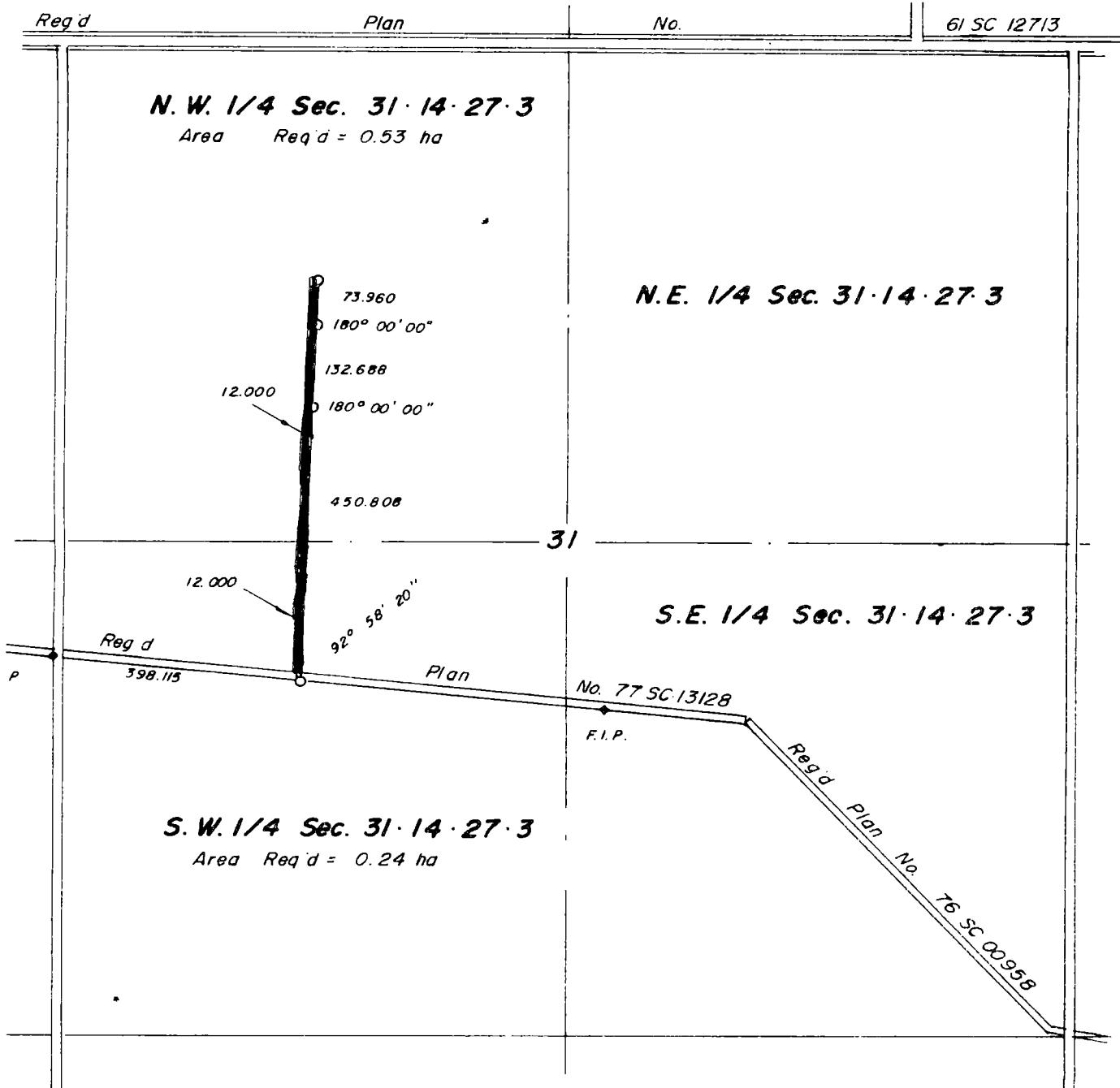
Geo. Munro and Assoc. Ltd.

CIM 12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus •

Monuments found shown thus ○

Portion referred to colored

Title No.

Date: Sept. 19 178

Certified Correct

Geo. A. Munro
sd A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

1, WILLIAM HAGEL, of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

/ **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,

✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.

/ **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
Minerals in the Crown.

/ **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.

/ **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

William Hagel

Grantor	WILLIAM HAGEL	Box 81	Address
Grantor		Golden Prairie, Saskatchewan	Address
			Address

Seal

COSEKA RESOURCES LIMITED

per: *R. D. Bredell*
VICE PRESIDENT
per: *J. B. Burch*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan, as described in Certificate of Title, No. 73-SC-14148(a), registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten Dollars (\$10.00) -----

Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1978

Signed by the said
in the presence of

William Hagel
Grantor **WILLIAM HAGEL** Box 81 Address
Grantor **Golden Prairie, Saskatchewan** Address
Address

Seal

COSEKA RESOURCES LIMITED

per: *R. B. Price*
VICE PRESIDENT
per: *R. B. Price*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta, Landman,
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta.
this 11th day of September
A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____, in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19_____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

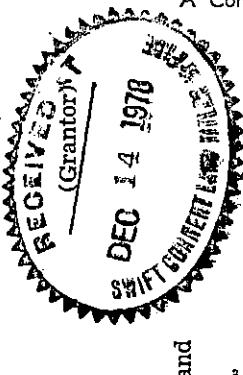
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan



(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of December
A.D. 1978, Reg. No. 78-SC-15371
William Hagel
Reg. No. 78-SC-15371
S.C.L.R.O.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of the City _____
of Medicine Hat, in the Province of ~~Saskatchewan~~,
Alberta, Landman, make oath and say:

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

2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~, Alberta

this 11th day of September, A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.

78-SC-15371
19

day of _____
Dated _____



81 - SC - 12266

Fees			
Total Fees	7 ⁰⁰		
Amt. Rec'd	32.00		
Balance			
Inst. <u>Power of Attorney</u> From <u>Sask Resources Ltd</u> Address <u>Calgary</u> Their Reference <u>SE241-14-28w3</u>			
Is Dup. C. of T. with Instrument? <u>NO</u> In Office? <u>YES</u> Being Returned to above Addressee? <u>NO</u>			
Is Instrument Registrable? <u>YES</u> Titles Affected <u>1380-14149</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	Abstract
			G.R.C.
			Cert. of Chge.
			Cert. Copy <u>YES</u> 1
			Notices <u>Reg'd Deed</u> 1

Remarks:

ANNE Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,
at Swift Current, Saskatchewan
October 26, 1981

Re E¹₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

REgina, SAsk.

and dated October 19th 1981, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 1981
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

work
J. G. Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81

Thomas M. Brock

Thomas M. Brock

Chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Thomas M. Brock of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. Commissioner For Oaths A.J.
Without the Province of Saskatchewan.
My APPOINTMENT Expires December 31, 1986

A.J. MATOVICH

Dated A.D. 19

619

RECEIVE	AT	RECEIVE	AT
(Name of Gaveator)		(the Land)	
RE		RE	
OCT 26 1981		OCT 26 1981	
SHERIFF		SHERIFF	
CHAMBERS		CHAMBERS	
LAND		LAND	
TITLES		TITLES	
OFFICE		OFFICE	

卷之三

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 815012266
and is held by Reg. Receiver of Registration
A.C.L.R.D.

815C12266

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22828

FEES	Inst. <i>W. S. Goyat</i>
Total Fees	From <i>Calgary</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No*, In Office? Being Returned to
above Addressee?

Is Instrument Registrable? Titles Affected *85-6898, 73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	<i>2</i>

Remarks:

AN Initials

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST and an estate by virtue of an Easement
dated October 28, 1989 between William Hagel as Grantor and the Caveator
as Grantee.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty One (31), in Township
Fourteen (14), in Range Twenty Seven (27), West of the Third
Meridian, in the Province of Saskatchewan, containing One Hundred
and Sixty (160) Acres More or Less.
Minerals in the Crown.

The North East Quarter of Section Twenty Four (24), in Township
Fourteen (14), in Range Twenty Eight (28), West of the Third
Meridian, in the Province of Saskatchewan, in the Dominion of
Canada, containing One Hundred and Sixty (160) Acres, More or Less,
According to Dominion Government Survey Thereof,
EXCEPTING: Out of the said North East Quarter, Four and Sixty Four
Hundredths, (4.64) Acres, More or Less, Taken for a Right of Way of
The Canadian Pacific Railway as shown on a Plan of Record in the Land
Titles Office for the Swift Current Land Registration District as No.
BU 6666,
Minerals in the Crown.

of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited

1200 Eau Claire Place 11

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

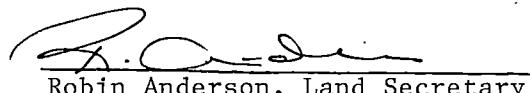
Regina, Saskatchewan S4P 2H8

DATED the 11th

day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
 of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of an Easement
 dated October 28, 1989 between ~~William Hagel~~

being lands described in Certificate of Title, 85SC06898 & 73-SC-14149
 standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
 of a certificate of title thereto except subject to the claim herein set forth.

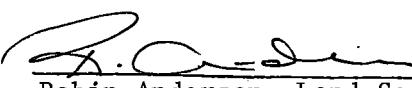
Coseka Resources Limited
 1200 Eau Claire Place 11
 521 Third Avenue S.W.
 MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
 2161 Scarth Street
 Regina, Saskatchewan S4P 2H8

DATED the 11th day of December A.D. 1989

COSEKA RESOURCES LIMITED, as
 Agent for the Caveator


 Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 11th day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

895C2828

AD 18

Cobet

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 8956228
Character No. 000
Registrar

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22839

FEES	Inst. <i>Leavey</i>
Total Fees	From <i>Coseka</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee?
Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
		Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	1

Remarks:

✓ Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989 *WLD*

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED *(Copy of surface lease is attached hereto)*

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of -----
SIX HUNDRED FIFTEEN (-----) Dollars (\$615.00) *WLD*
by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.

2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be **--TWO THOUSAND NINETY EIGHT--** Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.

3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

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

WITNESS
PHILIP GAZDAG

WLD
(Lessor) WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: *Howard Brock*

Per: *Robert Jones*

I, _____, wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose, - of relinquishing all my rights in said homestead in favour of _____ in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ do hereby certify that I have examined the within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____ in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

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

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been my homestead at any time.

- or -

2. I am the Lessor named in the within lease, and I say that I have no wife.

- or -

3. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since our marriage.

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

in the Province of Saskatchewan, this

6 day of **November**

A.D. 19 **89**


WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan

My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, **LAND AGENT**, make oath and say:

1. That I was personally present and did see **WILLIAM HAGEL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

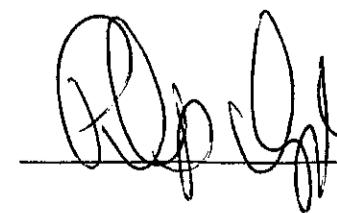
3. That I know the said **WILLIAM HAGEL** and he is in my belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**

in the Province of ~~ALBERTA~~ this

8 day of **November**

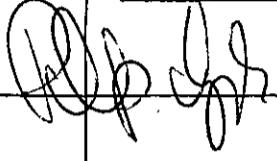
A.D. 19 **89**



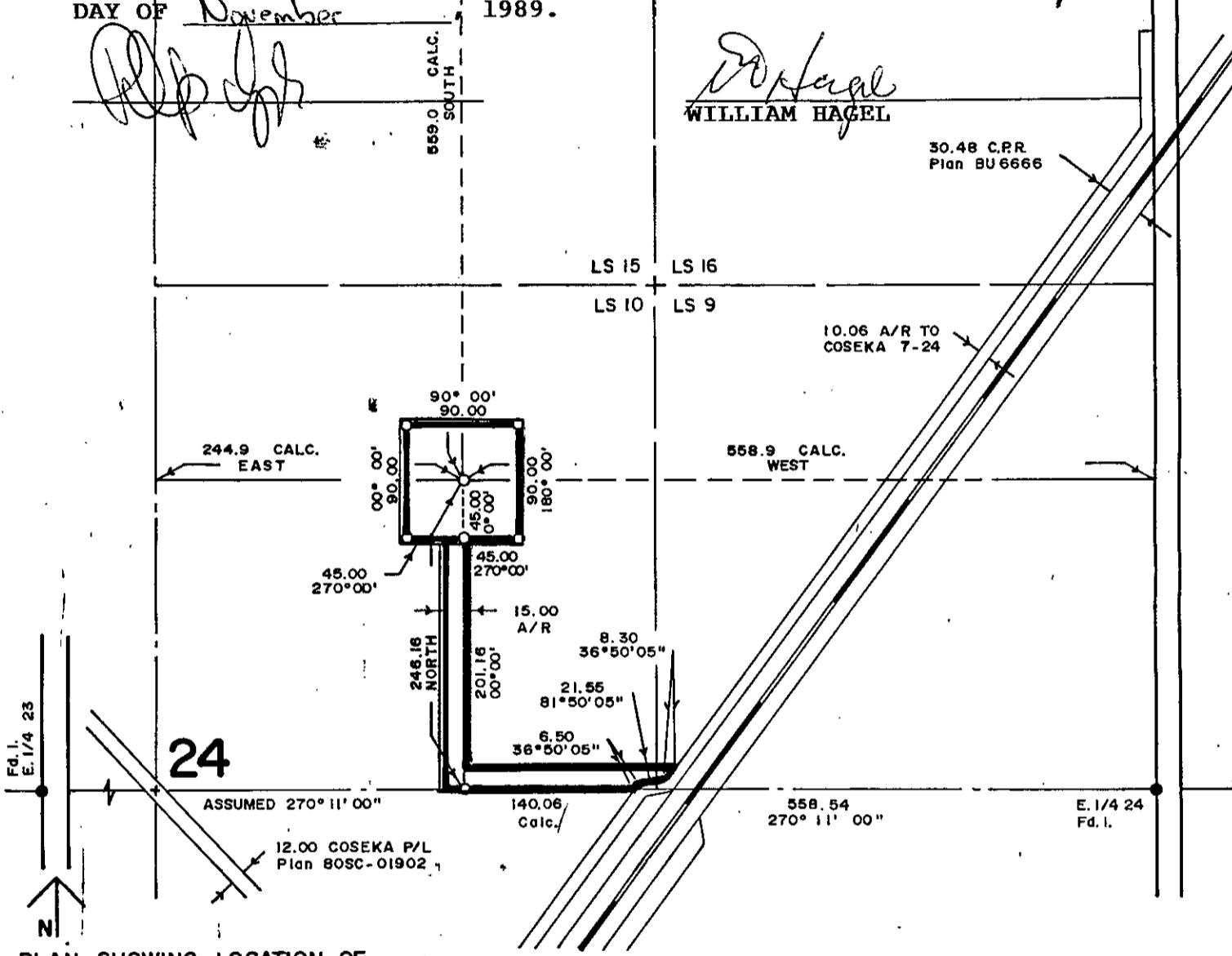
A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 28
DAY OF November, 1989.


WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666



PLAN SHOWING LOCATION OF

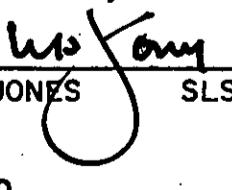
COSEKA ET AL HATTON 10 - 24 - 14 - 28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24 - 14 - 28 - 3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.


W. H. JONES SLS


Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked Day Date 1/11/89

REVISION

SURFACE LEASE

This lease made in triplicate this **28** day of **October** 19 **89** ; *mod.*

Between:

... **WILLIAM HAGEL** of **GOLDEN PRAIRIE**

in the Province of **SASKATCHEWAN** (Occupation)

(hereinafter called the "Lessor") and **COSEKA RESOURCES LIMITED** of **CITY OF CALGARY**

in the Province of **ALBERTA** **A BODY CORPORATE**

(hereinafter called the "Lessee")

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

**THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24)** in Township **FOURTEEN (14)**

Range **TWENTY EIGHT (28)** West of the **THIRD** Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s)

73-SC-14149 of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of **THREE THOUSAND FOUR HUNDRED SEVENTY** dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage **ONE THOUSAND FIVE HUNDRED** *W.H.*
(\$ 1,500.00.....)

(ii) Rent **ONE THOUSAND NINE HUNDRED SEVENTY FIVE**
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of **ONE THOUSAND NINE HUNDRED SEVENTY FIVE** dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *W.H.*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

connection therewith to be made in compliance with the Surface Rights Act, Chapter S-27.1, Section 27.

✓ 1/14/77

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM H

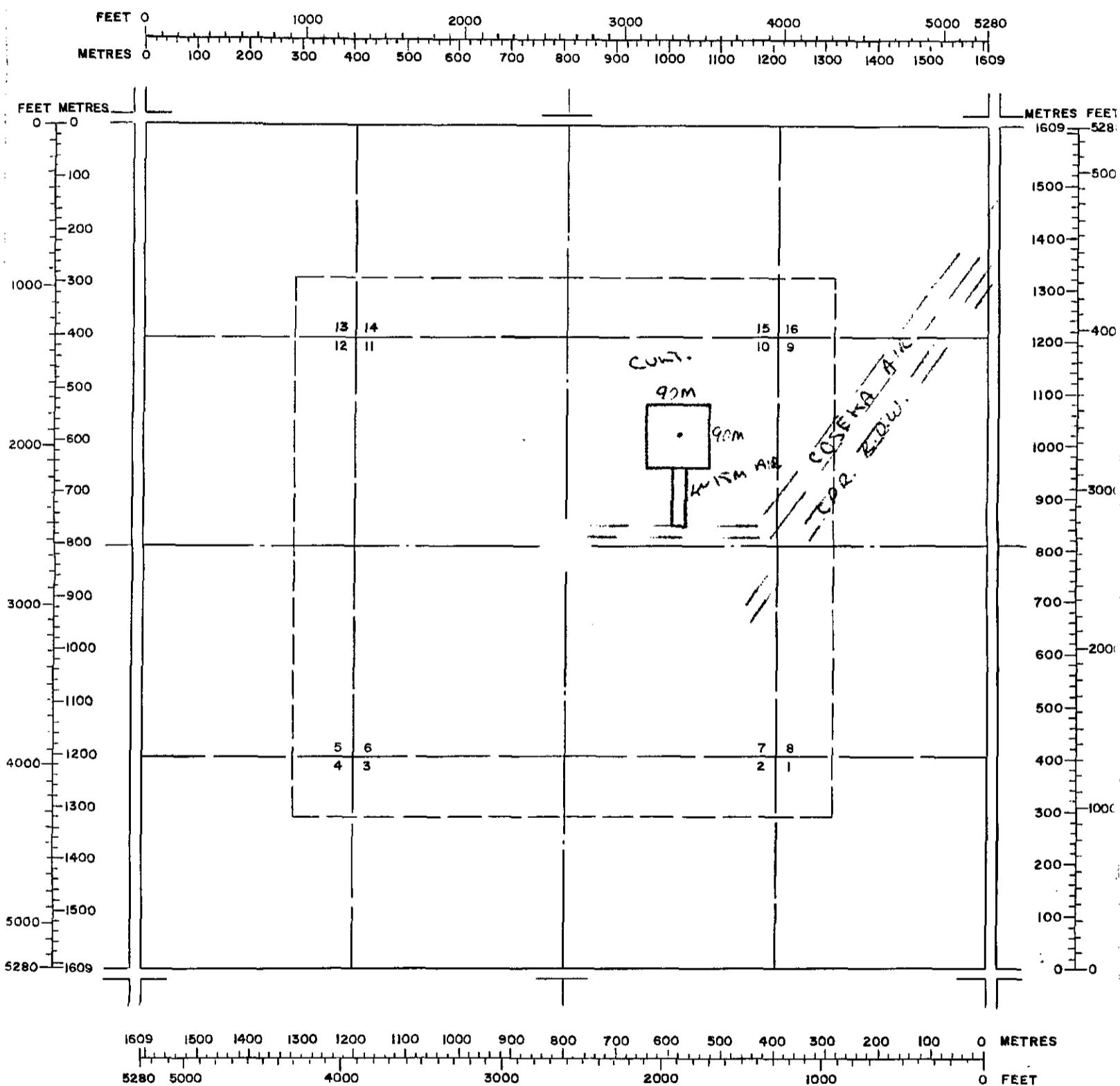
FILE NO.: 89-6615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W.3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

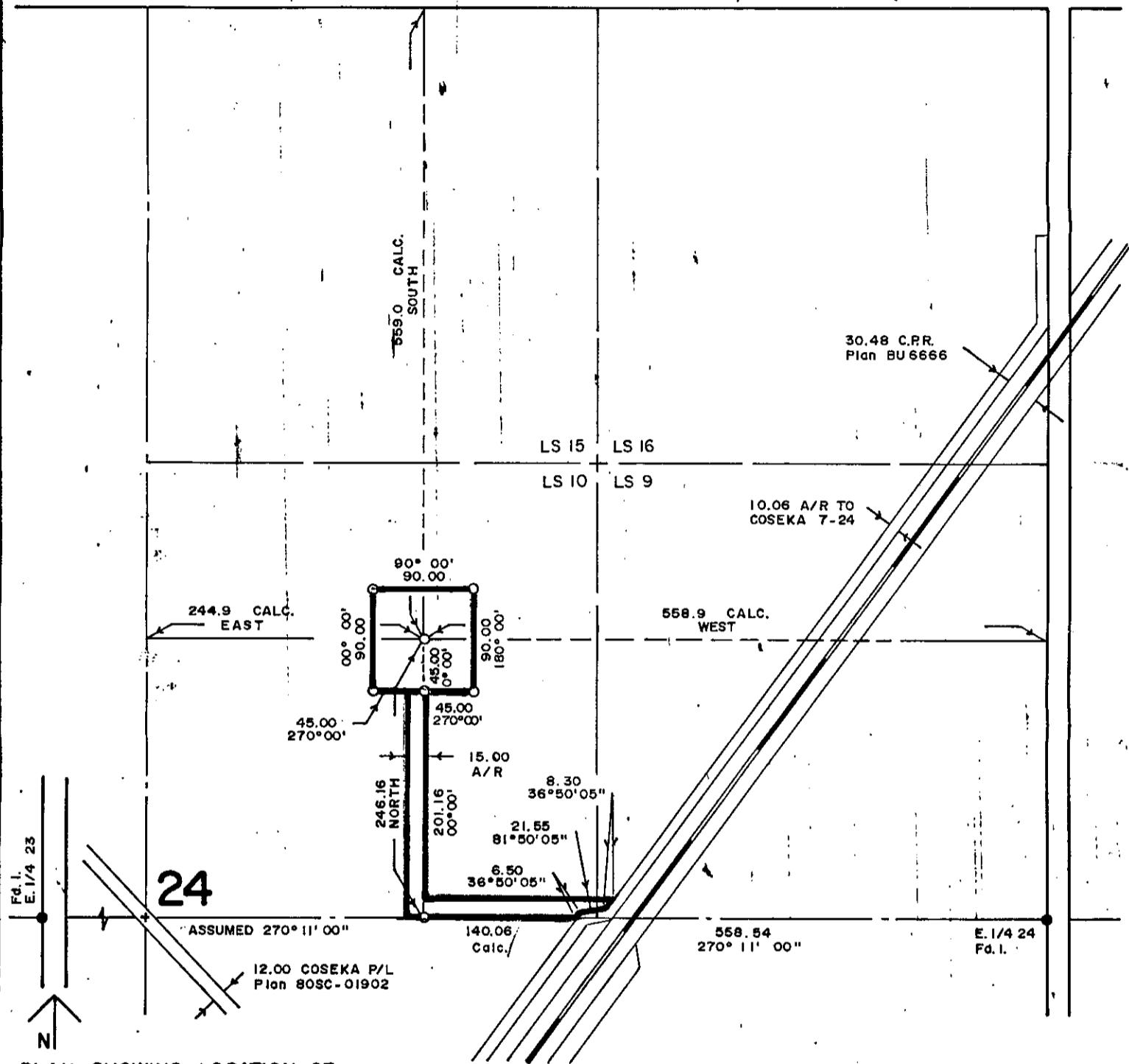
Approximate Well Site = 2.00 acres
Approximate Access Road = .50 acres
Approximate Camp Site = 0 acres
Total = 2.50 acres

— — — DENOTES 640 ACRE GAS SPACING

I/ We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1981.

WITNESS : R. D. D. B.

WITNESS : S. B. V. B. gel



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

10-24-14-28

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

W. H. Jones W. H. JONES SLS

John McMillin Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND

Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked *Day* Date 1/11/89

REVISION

Notices by lessor and lessee

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

LESSOR

P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several.....

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Thomas M. Black

Robert Jones

Signed, sealed and delivered by the above named
Lessee in the presence of

Signed, sealed and delivered by the above named
Lessor in the presence of

WILLIAM HAGEL



CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

....., wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights

in the homestead in favour of

....., in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

I, of
in the Province of Saskatchewan, make oath and say:

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

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

My Appointment Expires December 31st, 19

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

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

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

Witness

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

PHILIP GAEDAG

MEDICINE HAT

I, of
in the Province of **ALBERTA**, make oath and say:

HAND AGENT

WILLIAM HAGEL

1. THAT I was personally present and did see 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.

DISTRICT OF GOLDEN PRAIRIE

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

WILLIAM HAGEL

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

CITY OF MEDICINE HAT

SWORN before me at **ALBERTA** 30

In the Province of Saskatchewan, this 89

day of **OCTOBER** A.D. 19

Philip J. Gaedag **XXXXXX**

A Commissioner for Oaths in and for the Province of **WITHOUT** Saskatchewan.

My Appointment Expires December 31st, 19 90

DOMINION OF CANADA

HOMESTEAD AFFIDAVIT

PROVINCE OF SASKATCHEWAN

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, of
in the Province of Saskatchewan, make oath and say as follows:

(Occupation)

— or —

~~— I am the Lessor named in the within lease, and I say that I have no wife.~~

— or —

~~— I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at 28

In the Province of Saskatchewan, this 89

day of **OCTOBER** A.D. 19

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

My Appointment Expires December 31st, 19 89

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the **SWIFT CURRENT**

Land Registration District

TAKE NOTICE that **X COSEKA RESOURCES LIMITED**
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST **XX** and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of **WILLIAM HAGEL**

Attached To and Forming
Part of This Document

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place 11
521 Third Avenue S.W.
MY ADDRESS is **Calgary, Alberta T2P 4A9**

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

Attached
Part of T

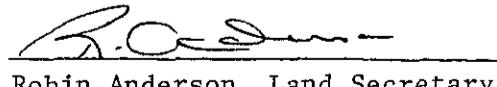
FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman

2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Robin Anderson

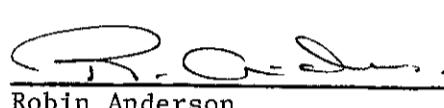
of the City of Calgary

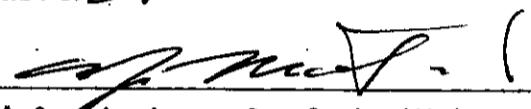
in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan

My Appointment expires March 31, 1991.

A.J. Matovich

A.D. 19

Dated

(Name of Caveator)	
RECEIVED AT	DEC 18 1990
SWIFT CURRENT LAND TITLES (the OFFICE)	


Caveat

I certify that the within instrument is as follows:
Entered and Registered in the Land Titles
Office for the Swift Current and District
District at Swift Current in the Province of
Saskatchewan on the 18th day of Dec.
A.D. 1989 as number 199622839
Caveat No. 18
S.C.L.R.D.
Register



Instrument Work Sheet

92 - SC — 11065

Fees	Inst. <i>Law</i>
Total Fees _____	From <i>N.C. D.</i>
Amt. Rec'd <i>Rec'd</i>	Address <i>Calgary</i>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? *No* In Office? _____ Being Returned to _____
above Addressee? _____

Is Instrument Registrable? _____ Titles Affected *905C00052*

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	
			G.R.C.
			Uncertified Copy <input checked="" type="checkbox"/>
			Cert. Copy
			Notices <input checked="" type="checkbox"/>

Remarks:

Initials

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR OF the Swift Current Land Registration District

TAKE NOTICE THAT we, Coseka Resources Limited, of the City of Calgary, in the Province of Alberta,

CLAIMING AN INTEREST by virtue of a Saskatchewan Surface Lease dated September 16, 1992 between William Hagel, as Lessor, and Coseka Resources Limited, as Lessee,

IN THE FOLLOWING LAND, that is to say:

The North East Quarter of said Section Twenty-four (24), in Township Fourteen (14), Range Twenty-eight (28), West of the Third Meridian, in the Province of Saskatchewan, containing 160 acres, except 4.64 acres for Canadian Pacific Railway Right of Way on Plan BU 6666.

Excepting thereout all Mines and Minerals.

as more particularly described in Certificate of Title #90-SC-00052 and standing in the register in the name of William Hagel and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be expressed to be subject to our claim.

MY ADDRESS is:

700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
c/o NORTH CANADIAN OILS LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

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

DATED the 30th day of September A.D., 1992

Wendy Murphy
agent for COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Wendy Murphy, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 30th day of September A.D., 1992

Wendy Murphy
WENDY MURPHY

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

RECEIVED AT
OCT 5 1992
SASK CURRENT LAND TITLES REGISTRATION

I certify that the within instrument is duly
Entered and recorded in the Land Titles
Office for the Sask Current Land Registration
District at Sask Current in the Province of
Saskatchewan on the 5 day of Oct
A.D. 1992 as number 92 SC 1065
Deborah Steele
Deborah Steele
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

Registration
No. 92-1065



92 - SC — 13087

Fees	Inst. <u>Ca Law</u>
Total Fees _____	From <u>N.C.D.</u>
Amt. Rec'd <u>Rec'd</u>	Address <u>Calgary</u>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? no In Office? _____ Being Returned to
above Addressee? _____
Is Instrument Registrable? _____ Titles Affected 73 SC 14148, 90900052

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	<u>✓</u>
		Cert. Copy	
		Notices	<u>✓</u>

Remarks:

Initials _____

20,000-11-91

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

**TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of
Calgary, in the Province of Alberta**

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement
and Right of Way Agreement dated October 20, 1992 between WILLIAM
HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of
Section Thirty One (31), Township Fourteen (14), Range Twenty Seven
(27), West of the Third Meridian, in the Province of Saskatchewan,
in the Dominion of Canada, containing One Hundred and Sixty (160)
acres more or less according to Dominion Government Survey thereof.
EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more
or less taken for a Roadway as shown on a Plan of Record in the
Land Titles Office for the Swift Current Land Registration District
as No. 61-SC-12716. As more particularly described in Certificate
of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty
Four (24), Township Fourteen (14), Range Twenty Eight (28), West of
the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the
North East Quarter 4.64 acres and out of the South East Quarter,
8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666.
MINERALS IN THE CROWN. As more particularly described in
Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument
affecting such land or the granting of a certificate of title
thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan
is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Sherinda Cardinal
Agent for: COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

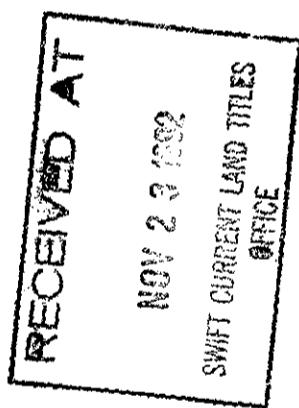
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

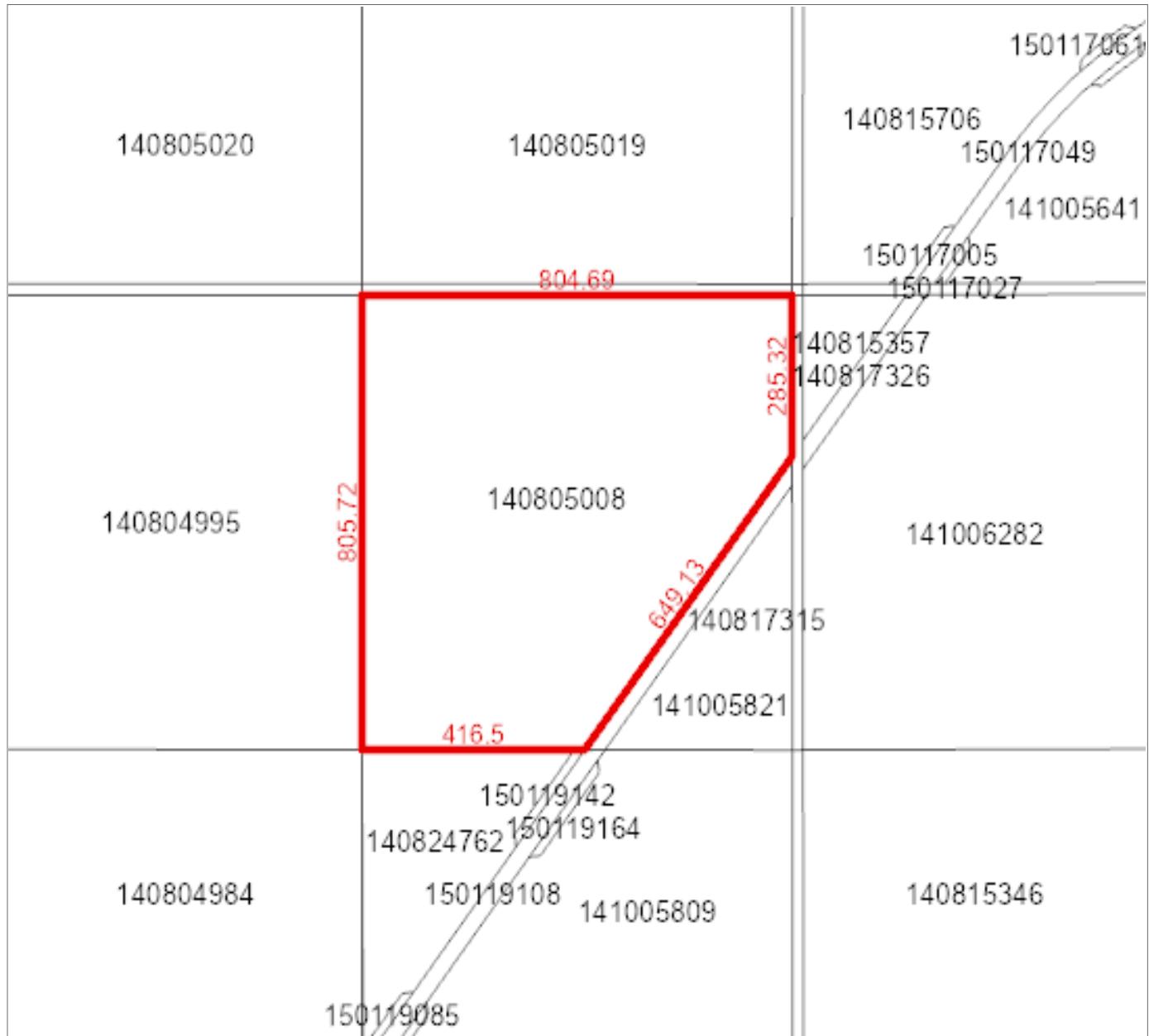
92SC13087



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1982 as Number Reg. 3087
P. H. Horpance
P. H. Horpance
Land Titles
Saskatchewan

Surface Parcel Number: 140805008

REQUEST DATE: Mon Jan 26 10:20:58 GMT-06:00 2026

**Owner Name(s) :** Blakley, Charlene, Hagel, William, Ziebart, Brenda**Municipality :** RM OF ENTERPRISE NO. 142**Area :** 54.745 hectares (135.28 acres)**Title Number(s) :** 152733731**Converted Title Number :** 90SC00052**Parcel Class :** Parcel (Generic)**Ownership Share :** 1:1**Land Description :** NE 24-14-28-3 Ext 1**Source Quarter Section :** NE-24-14-28-3**Commodity/Unit :** Not Applicable

Province of Saskatchewan

Land Titles Registry

Title

Title #: 152733742

Title Status: Active

Parcel Type: Surface

Parcel Value: \$115,500.00 CAD

Title Value: \$115,500.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909863

As of: 26 Jan 2026 10:23:16

Last Amendment Date: 09 Mar 2020 14:05:49.296

Issued: 09 Mar 2020 14:05:48.813

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005821

Reference Land Description: NE Sec 24 Twp 14 Rge 28 W 3 Extension 2

As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429427

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

830-1 Calgary Pl

Calgary, Alberta, Canada T2P 0L4

Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:

187429438

CNV Caveat

Value: N/A

Reg'd: 26 Oct 1981 00:20:27

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 108454169

Int. Register #: 106757163

Converted Instrument #: 81SC12266

Interest #:
187429449

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073

Int. Register #: 106757174
Converted Instrument #: 89SC22828

Interest #:
187429450

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429472

CNV Caveat

Value: N/A
Reg'd: 05 Oct 1992 00:18:26
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
Attn: Land Administration, North Canadian Oils Limited, 600 North Canadian
Oils Bldg 2500 Victoria Ave
Regina, Saskatchewan, Canada S4P 3X2

Client #: 111551509

Int. Register #: 106757196
Converted Instrument #: 92SC11065

Interest #:
187429461

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140805008 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: [Parcel \(Generic\)](#)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>10</i> ⁰⁰	From <i>Western Land Services Co Ltd</i>
Amt. Rec'd <i>916</i>	Address <i>Calgary</i>
Balance	Their Reference <i>NU 31-14-27-W3.16</i>

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee? *No*
Is Instrument Registrable? *yes* Titles Affected *73-SC-14148, 73-SC-14149(a)*
..... *73-SC-14149* *73-SC-14148(a)*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>clear</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

607 Initials

WLS**WESTERN LAND Services Co. Ltd.**

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

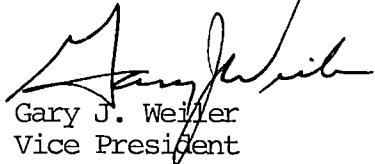
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

Any fees in this matter please deduct from our firm's account.

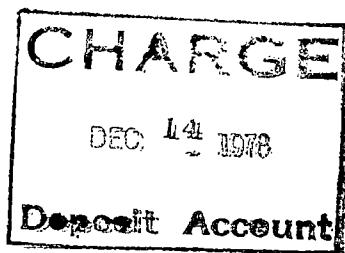
Yours very truly,

WESTERN LAND SERVICES CO. LTD.



Gary J. Weiller
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon byCoseka Resources Limited of Calgary,in the Province of Alberta for the purpose of;Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

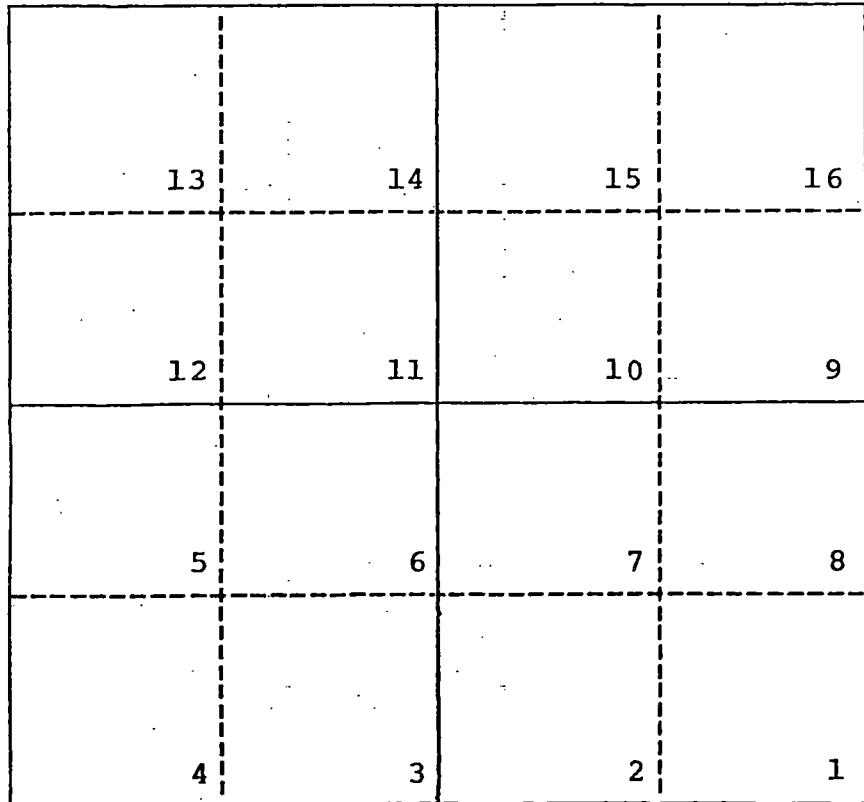
It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

William Hagel

OCCUPANT OR OWNER:

William HagelSec. 31 Twp. 14 Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.NORTHWESTEASTSOUTH

Wellsite	Acres more or less
Roadway	Acres more or less
TOTAL	Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT

N

N. W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.67 ha

N. E. 1/4 Sec. 24. 14. 28. 3

Area Req'd = 0.10 ha

S.W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.05 ha

152° 16' 00"
7626
Detail A
1.200

148° 34' 45"

12 000
770 473
12 000

SEE DETAIL

A

FIP
FIP

S. E. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.26 ha

Owner:

Title No.

Date: Sept 19 /78

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Certified Correct

Geo. A. Munro

S A L S.

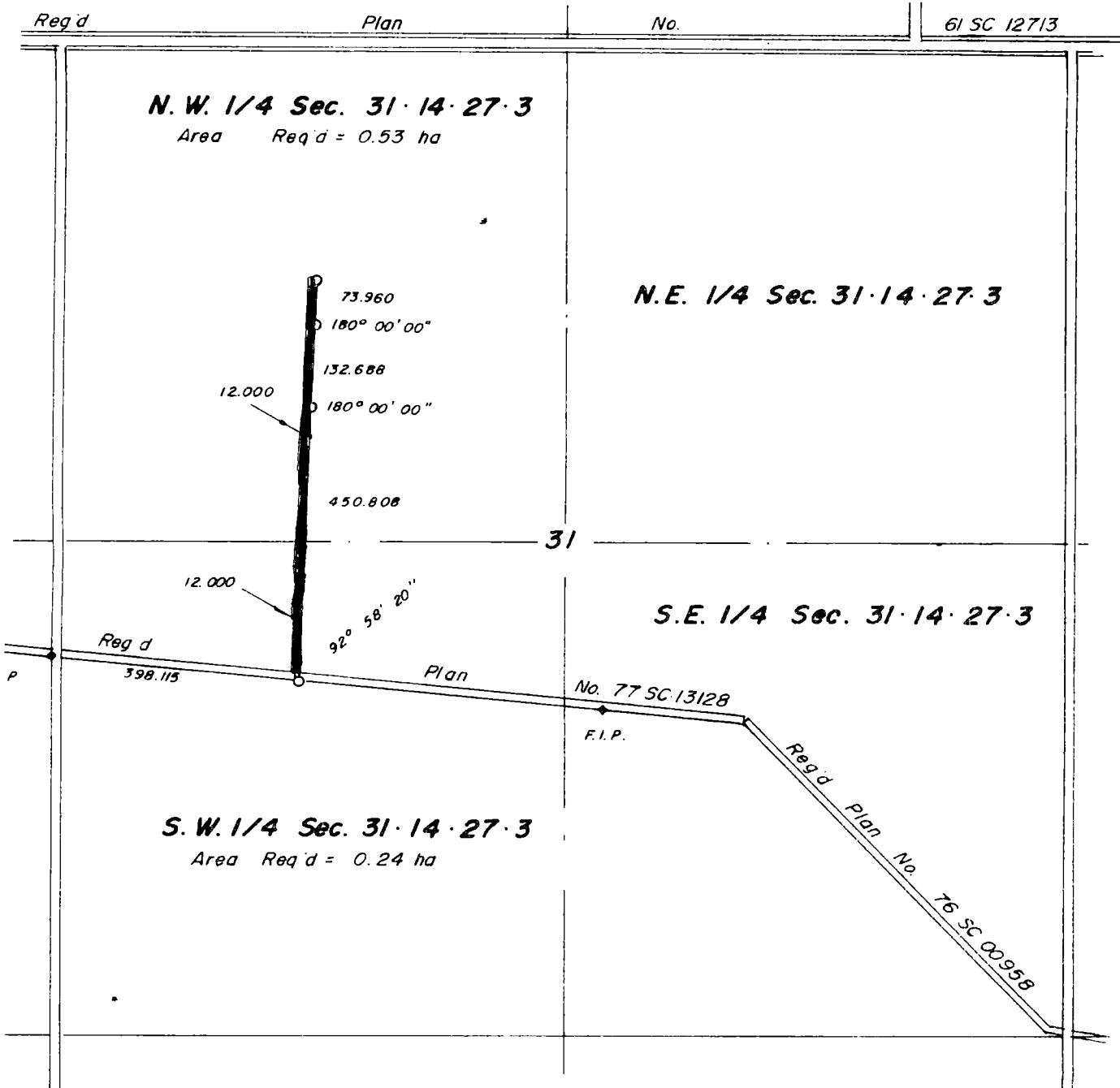
Geo. Munro and Assoc. Ltd.

CIM 12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus •

Monuments found shown thus ○

Portion referred to colored

Title No.

Date: Sept. 19 178

Certified Correct

Geo. A. Munro
sd A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

1, WILLIAM HAGEL, of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

/ **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,

✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.

/ **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
Minerals in the Crown.

/ **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.

/ **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

William Hagel

Grantor	WILLIAM HAGEL	Box 81	Address
Grantor		Golden Prairie, Saskatchewan	Address
			Address

Seal

COSEKA RESOURCES LIMITED

per: *R. D. Bredell*
VICE PRESIDENT
per: *J. B. Burch*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan, as described in Certificate of Title, No. 73-SC-14148(a), registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten Dollars (\$10.00) -----

Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August, A.D. 1978

Signed by the said
in the presence of

William Hagel
Grantor **WILLIAM HAGEL** Box 81 Address
Grantor **Golden Prairie, Saskatchewan** Address
Address

Seal

COSEKA RESOURCES LIMITED

per: *R. B. Price*
VICE PRESIDENT
per: *R. B. Price*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta, Landman,
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta.
this 11th day of September
A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____, in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19_____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

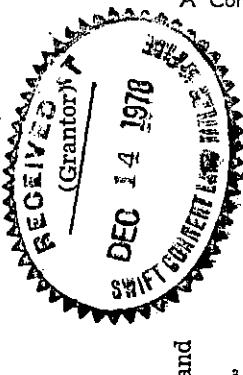
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan



(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of December
A.D. 1978, Reg. No. 78-SC-15371
William Hagel
Reg. No. 78-SC-15371
S.C.L.R.O.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of the City _____
of Medicine Hat, in the Province of ~~Saskatchewan~~,
Alberta, Landman, make oath and say:

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

2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~, Alberta

this 11th day of September, A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.

78-SC-15371
19

day of _____
Dated _____



81 - SC - 12266

Fees			
Total Fees	7 ⁰⁰		
Amt. Rec'd	32.00		
Balance			
Inst. <u>Power of Attorney</u> From <u>Sask Resources Ltd</u> Address <u>Calgary</u> Their Reference <u>SE241-14-28w3</u>			
Is Dup. C. of T. with Instrument? <u>NO</u> In Office? <u>YES</u> Being Returned to above Addressee? <u>NO</u>			
Is Instrument Registrable? <u>YES</u> Titles Affected <u>1380-14149</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	Abstract
			G.R.C.
			Cert. of Chge.
			Cert. Copy <u>YES</u> 1
			Notices <u>Reg'd Deed</u> 1

Remarks:

ANNE Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,
at Swift Current, Saskatchewan
October 26, 1981

Re E¹₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

REgina, SAsk.

and dated October 19th 1981, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 1981
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

work
J. G. Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81

Thomas M. Brock

Thomas M. Brock

Chg. Address #89SC15246

CANADA }
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Thomas M. Brock of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. Commissioner For Oaths A.J.
Without the Province of Saskatchewan.
My APPOINTMENT Expires December 31, 1986

A.J. MATOVICH

Dated A.D. 19

619

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I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 815012266
and is held by Reg. Receiver of Registration
A.C.L.R.D.

815C12266

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22828

FEES	Inst. <i>W. S. Goyat</i>
Total Fees	From <i>Calgary</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No*, In Office? Being Returned to
above Addressee?

Is Instrument Registrable? Titles Affected *85-6898, 73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	<i>2</i>

Remarks:

AN Initials

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
 of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ ^{XX} and an estate by virtue of an Easement
 dated October 28, 1989 between William Hagel as Grantor and the Caveator
 as Grantee.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty One (31), in Township
 Fourteen (14), in Range Twenty Seven (27), West of the Third
 Meridian, in the Province of Saskatchewan, containing One Hundred
 and Sixty (160) Acres More or Less.
 Minerals in the Crown.

The North East Quarter of Section Twenty Four (24), in Township
 Fourteen (14), in Range Twenty Eight (28), West of the Third
 Meridian, in the Province of Saskatchewan, in the Dominion of
 Canada, containing One Hundred and Sixty (160) Acres, More or Less,
 According to Dominion Government Survey Thereof,
 EXCEPTING: Out of the said North East Quarter, Four and Sixty Four
 Hundredths, (4.64) Acres, More or Less, Taken for a Right of Way of
 The Canadian Pacific Railway as shown on a Plan of Record in the Land
 Titles Office for the Swift Current Land Registration District as No.
 BU 6666,
 Minerals in the Crown.

of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
 1200 Eau Claire Place 11
 521 Third Avenue S.W.

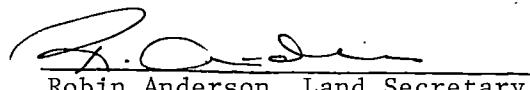
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
 2161 Scarth Street
 Regina, Saskatchewan S4P 2H8

DATED the 11th day of December A.D. 1989

COSEKA RESOURCES LIMITED, as
 Agent for the Caveator


 Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
 of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of an Easement
 dated October 28, 1989 between ~~William Hagel~~

being lands described in Certificate of Title, 85SC06898 & 73-SC-14149
 standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
 of a certificate of title thereto except subject to the claim herein set forth.

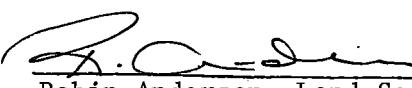
Coseka Resources Limited
 1200 Eau Claire Place 11
 521 Third Avenue S.W.
 MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
 c/o MacPherson, Leslie and Tyreman

2161 Scarth Street
 Regina, Saskatchewan S4P 2H8

DATED the 11th day of December A.D. 1989

COSEKA RESOURCES LIMITED, as
 Agent for the Caveator


 Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 11th day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.

A.J. Matovich

8282205600

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Gebet

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 8956228
Corrections 000
Registrar

Register

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22839

FEES	Inst. <i>Leavey</i>
Total Fees	From <i>Coseka</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee?
Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
		Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	1

Remarks:

✓ Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989 *WLD*

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED *(Copy of surface lease is attached hereto)*

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of -----
SIX HUNDRED FIFTEEN (-----) Dollars (\$615.00) *WLD*
by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.

2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be **--TWO THOUSAND NINETY EIGHT--** Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.

3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

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

WITNESS
PHILIP GAZDAG

WLD
(Lessor) WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: *Howard Brock*

Per: *Robert Jones*

I, _____, wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose, - of relinquishing all my rights in said homestead in favour of _____ in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ do hereby certify that I have examined the within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____ in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

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

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been my homestead at any time.

- or -

2. I am the Lessor named in the within lease, and I say that I have no wife.

- or -

3. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since our marriage.

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

in the Province of Saskatchewan, this

6 day of **November**

A.D. 19 **89**


WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan

My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, **LAND AGENT**, make oath and say:

1. That I was personally present and did see **WILLIAM HAGEL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said **WILLIAM HAGEL** and he is in my belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**

in the Province of ~~ALBERTA~~ this

8 day of **November**

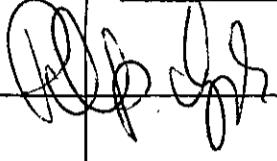
A.D. 19 **89**



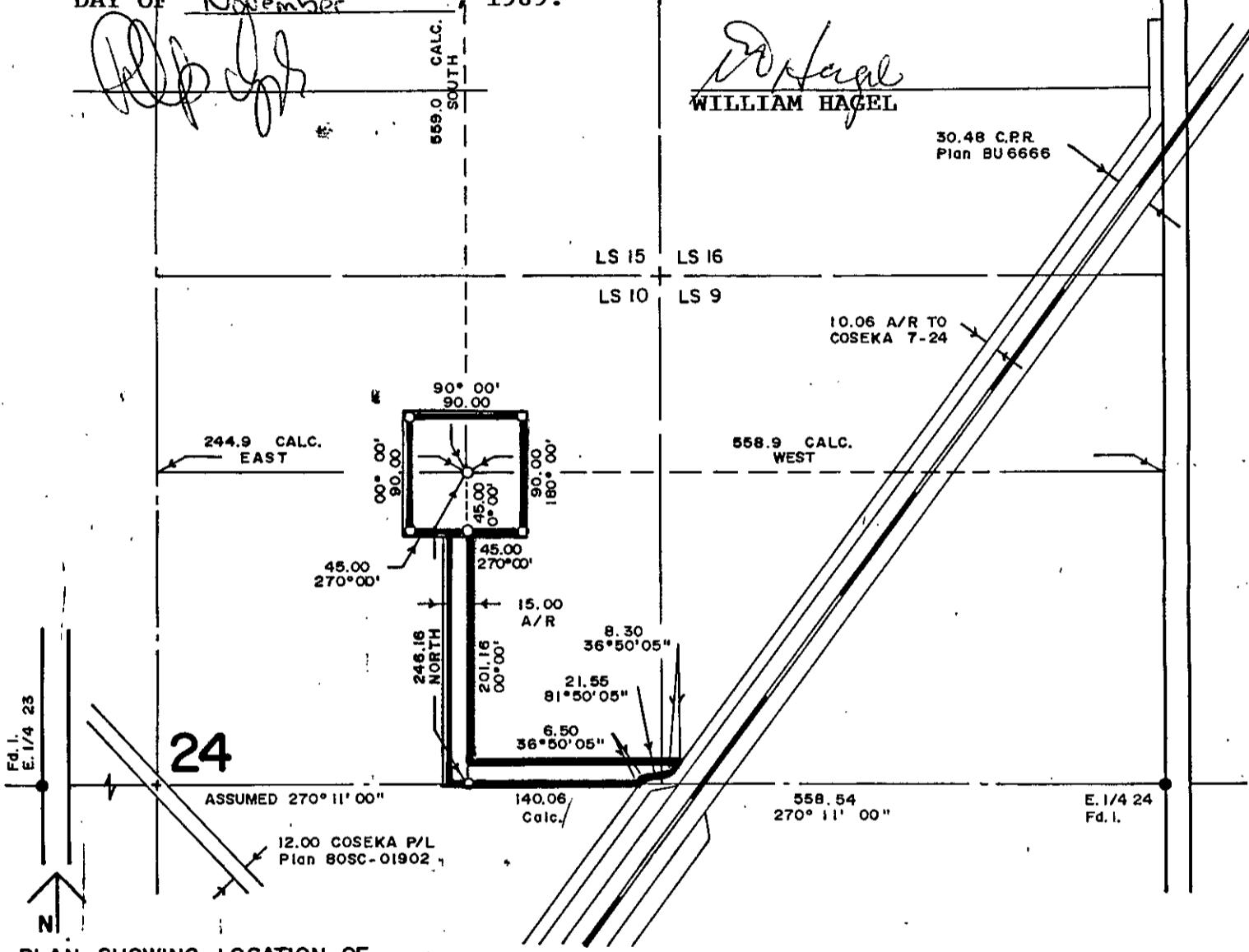
A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 28
DAY OF November, 1989.


WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666



PLAN SHOWING LOCATION OF

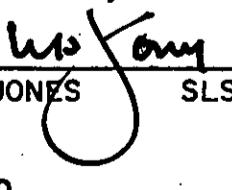
COSEKA ET AL HATTON 10 - 24 - 14 - 28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24 - 14 - 28 - 3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.


W. H. JONES SLS


Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked Day Date 1/11/89

REVISION

SURFACE LEASE

This lease made in triplicate this **28** day of **October** 19 **89** ; *mod.*

Between:

... **WILLIAM HAGEL** of **GOLDEN PRAIRIE**

in the Province of **SASKATCHEWAN** (Occupation)
(hereinafter called the "Lessor")

... **COSEKA RESOURCES LIMITED** of **CITY OF CALGARY**

in the Province of **ALBERTA** **A BODY CORPORATE**
(hereinafter called the "Lessee")

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

THE NORTH EAST QUARTER OF **FOURTEEN (14)**
SECTION TWENTY FOUR (24) in Township

Range **THIRD** West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s)

73-SC-14149 of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of **THREE THOUSAND FOUR HUNDRED SEVENTY** dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage **ONE THOUSAND FIVE HUNDRED**
(\$ 1,500.00.....)

(ii) Rent **ONE THOUSAND NINE HUNDRED SEVENTY FIVE**
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of **ONE THOUSAND NINE HUNDRED SEVENTY FIVE** dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *W.H.*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

connection therewith to be made in compliance with the Surface Rights Act, Chapter S-27.1, Section 27.

✓✓✓

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the
at(or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM 4

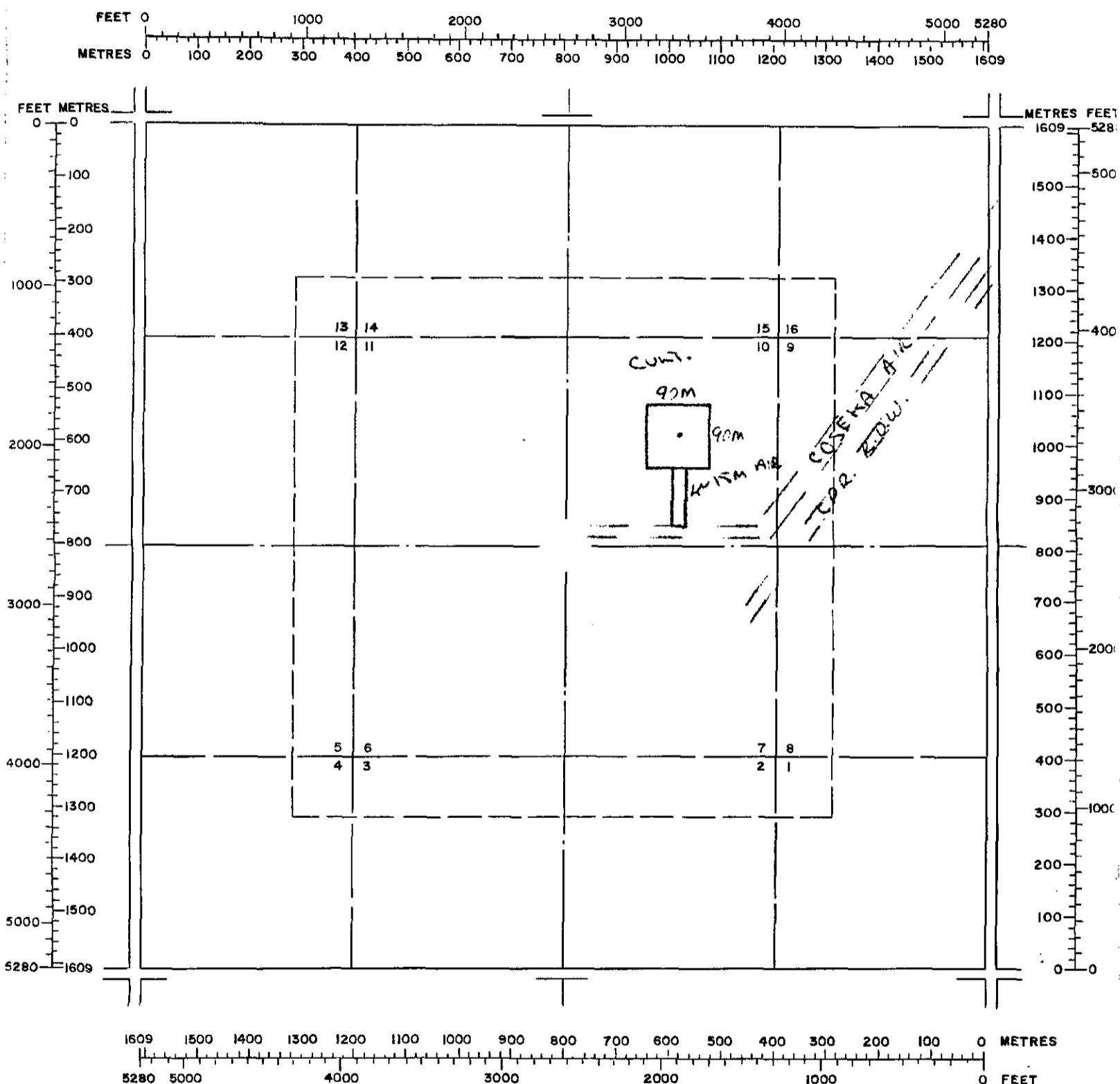
FILE NO. : 89 - A615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease consideration to be applied on any alternative site.



ACREAGE

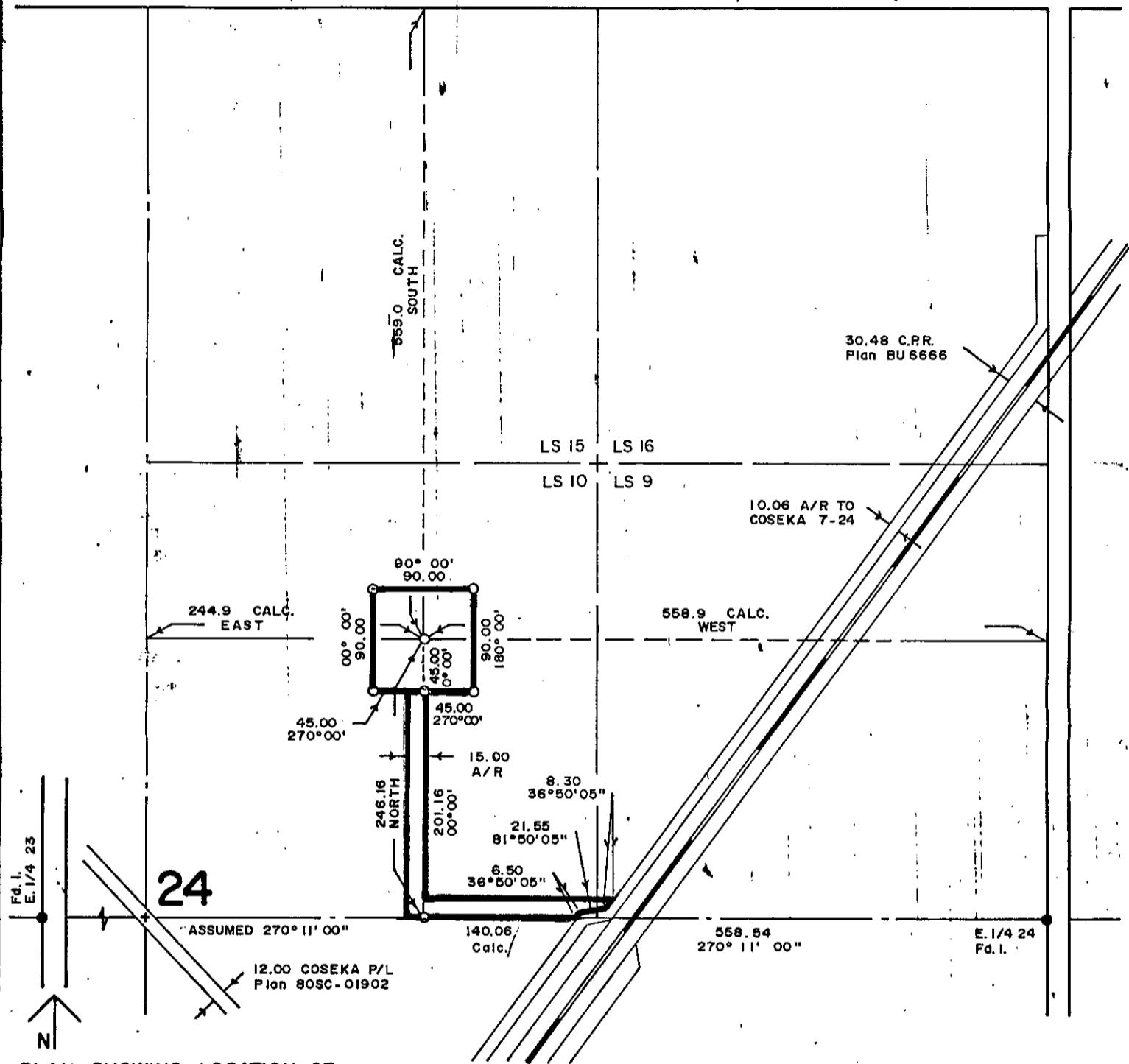
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

— — — DENOTES 640 ACRE GAS SPACING

I/ We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1981.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

10 - 24 - 14 - 28

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

W. H. Jones *W. H. Mullin*
W. H. JONES SLS Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.

Notices by lessor and lessee

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

LESSOR

P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several.....

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Thomas M. Black

Robert Jones

Signed, sealed and delivered by the above named
Lessee in the presence of

Signed, sealed and delivered by the above named
Lessor in the presence of

WILLIAM HAGEL



CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights

in the homestead in favour of

..... in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

I, of
in the Province of Saskatchewan, make oath and say:

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

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

My Appointment Expires December 31st, 19

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

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

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

Witness

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

PHILIP GAEDAG

MEDICINE HAT

I, of
in the Province of **ALBERTA**, make oath and say:

HAND AGENT

WILLIAM HAGEL

1. THAT I was personally present and did see 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.

DISTRICT OF GOLDEN PRAIRIE

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

WILLIAM HAGEL

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

CITY OF MEDICINE HAT

SWORN before me at **ALBERTA** 30

In the Province of Saskatchewan, this

day of **OCTOBER** 89

Philip J. Gaedag A.D. 19

A Commissioner for Oaths in and for the Province of **WITHOUT** Saskatchewan.

My Appointment Expires December 31st, 19 90

DOMINION OF CANADA

HOMESTEAD AFFIDAVIT

PROVINCE OF SASKATCHEWAN

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, of
in the Province of Saskatchewan, make oath and say as follows:

(Occupation)

— or —

~~— I am the Lessor named in the within lease, and I say that I have no wife.~~

— or —

~~— I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at

28

In the Province of Saskatchewan, this

day of **OCTOBER** 89

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

My Appointment Expires December 31st, 19 89

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the **SWIFT CURRENT**

Land Registration District

TAKE NOTICE that **X COSEKA RESOURCES LIMITED**
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST **XX** and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of **WILLIAM HAGEL**

Attached To and Forming
Part of This Document

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place 11
521 Third Avenue S.W.
MY ADDRESS is **Calgary, Alberta T2P 4A9**

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

Attached
Part of T

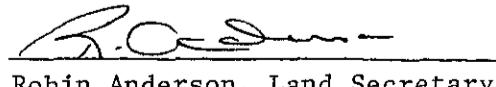
FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8
DATED the 12th day of December A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Robin Anderson

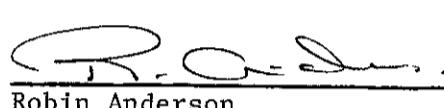
of the City of Calgary

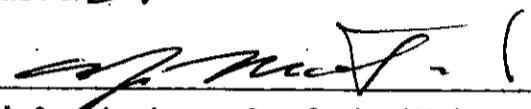
in the Province of Alberta, AGENT for the within named cavarator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan

My Appointment expires March 31, 1991.

A.J. Matovich

A.D. 19

Dated

(Name of Cavarator)	
RECEIVED AT	DEC 18 1990
SWIFT CURRENT LAND TITLES (the OFFICE)	


Caveat

I certify that the within instrument is as follows:
Entered and Registered in the Land Titles
Office for the Swift Current and District
District at Swift Current in the Province of
Saskatchewan on the 18th day of Dec.
A.D. 1989 as number 199622839
Caveat No. 18
S.C.L.R.D.
Register

89SC22839



Instrument Work Sheet

92 - SC — 11065

Fees	Inst. <i>Law</i>
Total Fees _____	From <i>N.C. D.</i>
Amt. Rec'd <i>Rec'd</i>	Address <i>Calgary</i>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? *No* In Office? _____ Being Returned to _____
above Addressee? _____

Is Instrument Registrable? _____ Titles Affected *905C00052*

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	
			G.R.C.
			Uncertified Copy <input checked="" type="checkbox"/>
			Cert. Copy
			Notices <input checked="" type="checkbox"/>

Remarks:

Initials

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR OF the Swift Current Land Registration District

TAKE NOTICE THAT we, Coseka Resources Limited, of the City of Calgary, in the Province of Alberta,

CLAIMING AN INTEREST by virtue of a Saskatchewan Surface Lease dated September 16, 1992 between William Hagel, as Lessor, and Coseka Resources Limited, as Lessee,

IN THE FOLLOWING LAND, that is to say:

The North East Quarter of said Section Twenty-four (24), in Township Fourteen (14), Range Twenty-eight (28), West of the Third Meridian, in the Province of Saskatchewan, containing 160 acres, except 4.64 acres for Canadian Pacific Railway Right of Way on Plan BU 6666.

Excepting thereout all Mines and Minerals.

as more particularly described in Certificate of Title #90-SC-00052 and standing in the register in the name of William Hagel and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be expressed to be subject to our claim.

MY ADDRESS is:

700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
c/o NORTH CANADIAN OILS LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

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

DATED the 30th day of September A.D., 1992

Wendy Murphy
agent for COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Wendy Murphy, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 30th day of September A.D., 1992

Wendy Murphy
WENDY MURPHY

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

RECEIVED AT
OCT 5 1992
SASK CURRENT LAND TITLES REGISTRATION

I certify that the within instrument is duly
Entered and recorded in the Land Titles
Office for the Sask Current Land Registration
District at Sask Current in the Province of
Saskatchewan on the 5 day of Oct
A.D. 1992 as number 92 SC 1065
Deborah Steele
Deborah Steele
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

Registration
No. 92-1065



92 - SC — 13087

Fees	Inst. <u>Ca Law</u>
Total Fees _____	From <u>N.C.D.</u>
Amt. Rec'd <u>Rec'd</u>	Address <u>Calgary</u>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to
above Addressee? _____
Is Instrument Registrable? _____ Titles Affected 73 SC 14148, 90900052

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	<u>✓</u>
		Cert. Copy	
		Notices	<u>✓</u>

Remarks:

Initials _____

20,000-11-91

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

**TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of
Calgary, in the Province of Alberta**

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement
and Right of Way Agreement dated October 20, 1992 between WILLIAM
HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of
Section Thirty One (31), Township Fourteen (14), Range Twenty Seven
(27), West of the Third Meridian, in the Province of Saskatchewan,
in the Dominion of Canada, containing One Hundred and Sixty (160)
acres more or less according to Dominion Government Survey thereof.
EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more
or less taken for a Roadway as shown on a Plan of Record in the
Land Titles Office for the Swift Current Land Registration District
as No. 61-SC-12716. As more particularly described in Certificate
of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty
Four (24), Township Fourteen (14), Range Twenty Eight (28), West of
the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the
North East Quarter 4.64 acres and out of the South East Quarter,
8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666.
MINERALS IN THE CROWN. As more particularly described in
Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument
affecting such land or the granting of a certificate of title
thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan
is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Shonda Cardinal
Agent for: COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

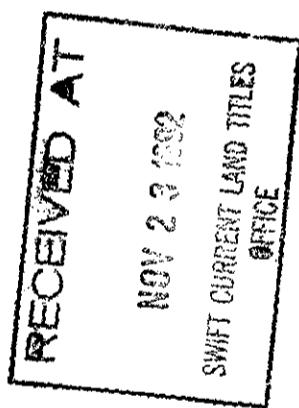
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

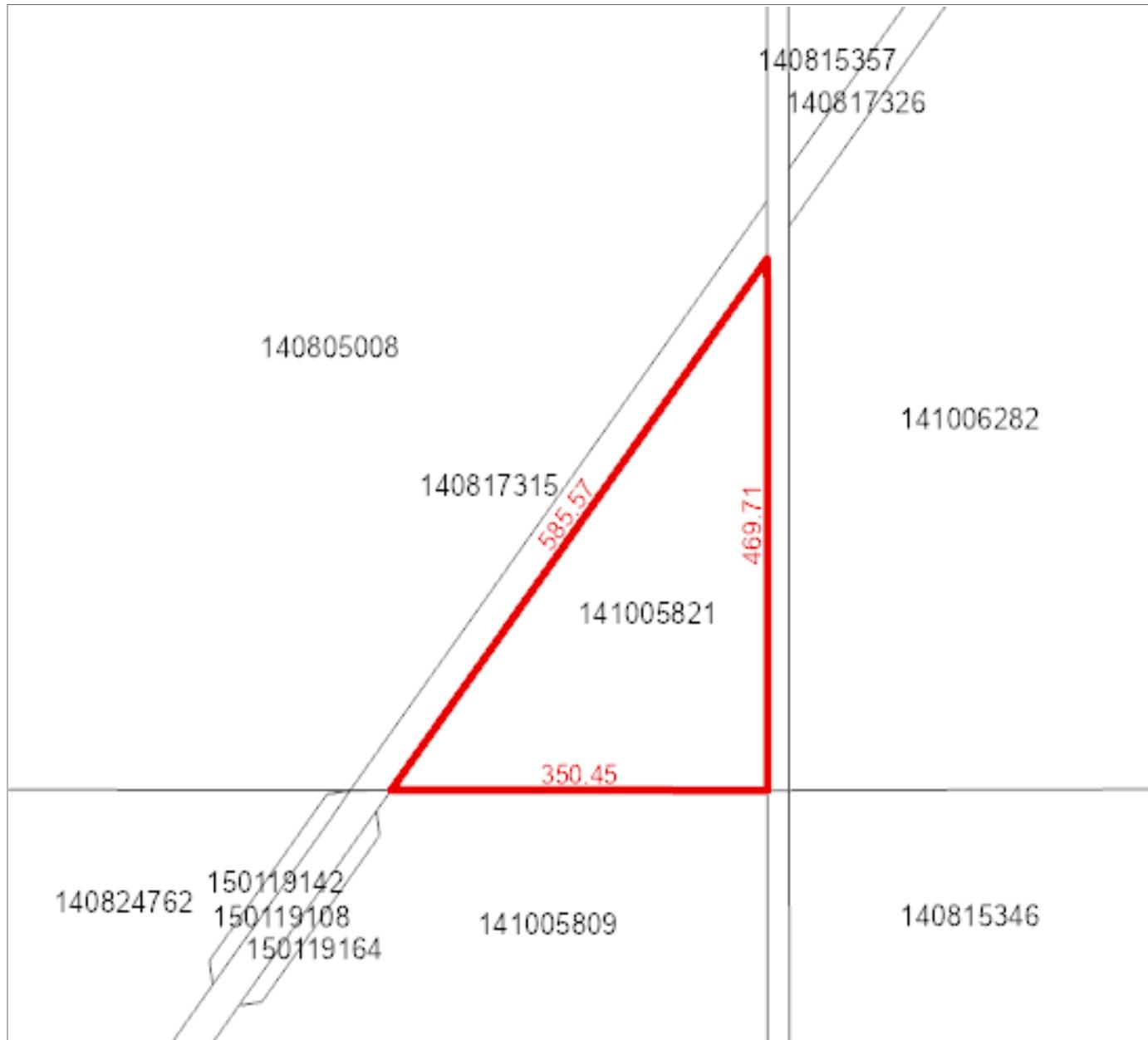
92SC13087



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1982 as Number Reg. 3087
P. H. Horpance
P. H. Horpance
Land Titles
Saskatchewan

Surface Parcel Number: 141005821

REQUEST DATE: Mon Jan 26 10:22:49 GMT-06:00 2026

**Owner Name(s) :** Blakley, Charlene, Hagel, William, Ziebart, Brenda**Municipality :** RM OF ENTERPRISE NO. 142**Area :** 8.23 hectares (20.34 acres)**Title Number(s) :** 152733742**Converted Title Number :** 90SC00052**Parcel Class :** Parcel (Generic)**Ownership Share :** 1:1**Land Description :** NE 24-14-28-3 Ext 2**Source Quarter Section :** NE-24-14-28-3**Commodity/Unit :** Not Applicable

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124100

PID: 2561173



Civic Address:

Legal Location: Qtr NE Sec 24 Tp 14 Rg 28 W 3 Sup 00

Supplementary: EXCEPT: RR
ISC 140805008 (135.28 AC)
ISC 141005821 (20.34 AC)

Title Acres: 155.62

School Division: 211

Neighbourhood: 142-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 15-May-2023

Change Reason: Reinspection

Year / Frozen ID: 2025-32560

Predom Code: C.A.M.A. - Cost

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors	Economic and Physical Factors	Rating
3.00	KG - [CULTIVATED GRASS]	Soil association 1 FX - [FOX VALLEY] Soil texture 1 CL - [CLAY LOAM] Soil texture 2 Soil profile 1 OR10 - [CHERN-ORTH (CA 9-12)] Soil association 2 AD - [ARDILL] Soil texture 3 CL - [CLAY LOAM] Soil texture 4 Soil profile 2 OR10 - [CHERN-ORTH (CA 9-12)] Top soil depth 3-5	Topography T1 - Level / Nearly Level Stones (qualities) S1 - None to Few Phy. Factor 1 50% reduction due to SA5 - [50 : Salinity - Severe] Man made hazard RR/RD: Railroad/Road Rate: 0.98	\$/ACRE Final 958.05
135.00	K - [CULTIVATED]	Soil association 1 FX - [FOX VALLEY] Soil texture 1 CL - [CLAY LOAM] Soil profile 1 OR8 - [CHERN-ORTH (CA 7-9)] Soil association 2 AD - [ARDILL] Soil texture 3 CL - [CLAY LOAM] Soil texture 4 Soil profile 2 OR12 - [CHERN-ORTH (CA 12+)] Top soil depth 3-5	Topography T2 - Gentle Slopes Stones (qualities) S2 - Slight Man made hazard RR/RD: Railroad/Road Rate: 0.98	\$/ACRE Final 1,749.96 46.54

AGRICULTURAL PASTURE LAND

Acres	Land Use	Productivity Determining Factors	Productivity Determining Factors	Rating
17.00	NG - [NATIVE GRASS]	Soil association 1 FX - [FOX VALLEY] Soil texture 1 CL - [CLAY LOAM] Soil texture 2	Range site L: LOAMY Pasture Type N - [Native] Pasture Topography T2: Gentle 3-5% Slopes Grazing water source DO: Dugout Pasture Tree Cover NO - [NO] Aum/Acre 0.25 Aum/Quarter 40.00	\$/ACRE 674.36

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124100

PID: 2561173

Soil association 2 AD - [ARDILL]
Soil texture 3 CL - [CLAY LOAM]
Soil texture 4

AGRICULTURAL WASTE LAND

Acres	Waste Type
1	WASTE SLOUGH

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$250,600	1		Other Agricultural	55%	\$137,830				Taxable
Total of Assessed Values:	\$250,600				Total of Taxable/Exempt Values:	\$137,830				

Province of Saskatchewan

Land Titles Registry

Title

Title #: 152733753

Title Status: Active

Parcel Type: Surface

Parcel Value: \$116,250.00 CAD

Title Value: \$116,250.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909885

As of: 26 Jan 2026 11:06:38

Last Amendment Date: 09 Mar 2020 14:05:49.860

Issued: 09 Mar 2020 14:05:49.343

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140824762

Reference Land Description: SE Sec 24 Twp 14 Rge 28 W 3 Extension 1

As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429483

CNV Easement

Value: N/A

Reg'd: 04 Oct 1976 00:18:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

SE - Rights of access thereto

Holder:

Coseka Resources Limited
610-330-5th Ave SW
Calgary, Alberta, Canada
Client #: 111551510

Int. Register #: 106757219

Converted Instrument #: 76SC11167

Feature #: 100105344

Interest #:

187429494

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited
830-1 Calgary Pl
Calgary, Alberta, Canada T2P 0L4
Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:
187429506

CNV Caveat

Value: N/A
Reg'd: 26 Oct 1981 00:20:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 108454169

Int. Register #: 106757163
Converted Instrument #: 81SC12266

Interest #:
187429517

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429528

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Interest #:
187429539

CNV Caveat

Value: N/A
Reg'd: 08 Oct 1998 00:22:11
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SE

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106757220
Converted Instrument #: 98SC13310

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005809 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: **Parcel (Generic)**

76 - SC - 11167

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>4.00</i>	From <i>Western Land Services Co. Ltd.</i>
Amt. Rec'd <i>a/c</i>	Address <i>Calgary</i>
Balance	Their Reference <i>SE 24-14-28-W3</i>

Is Dup. C. of T. with Instrument? *no*..... In Office? *yes*..... Being Returned to
above Addressee? *MW*.....

Is Instrument Registrable? *yes*..... Titles Affected *73 S.R. 14.14.9*.....

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>nil</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

MW..... Initials

wls

WESTERN LAND Services Co. Ltd.

TELEPHONES:
CALGARY: (403) 266-3076
EDMONTON: (403) 424-0461
REGINA: (306) 527-0661
MEDICINE HAT: (403) 527-7903
BILLINGS, MONT: (406) 245-6043

1380 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6
J.O. DAVIS, President and General Manager; M.L. HENKELMAN, Vice-President

OUR FILE: CM 10930- 1, & 6

September 30th, 1976

Swift Current Land Registration District,
Land Titles Office,
SWIFT CURRENT, Saskatchewan

Dear Sir:

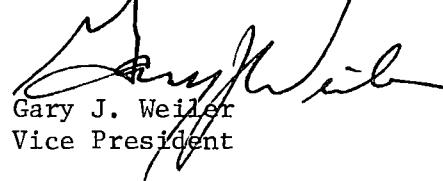
RE: Easements
SE¹/₄ 24-14-28-W3M
LSD 11, 13, 14 & S¹/₂
& NW¹/₄ LSD 12 of Sec.
28-14-27-W3M

We enclose at this time two Easements with respect to the above.

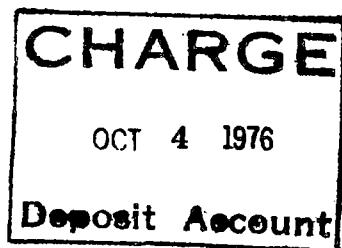
Would you please register same and return duplicate registered copies to our office.

Your fee in this matter may be charged to our account.

Yours truly,
WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:dd
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, WILLIAM HAGEL, of Golden Prairie in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The South East Quarter of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof. Excepting 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

in the Province of Saskatchewan as described in Certificate of Title No. 73-SC-14149 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten xx/100 (\$10.00)

Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 40 feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1976

Signed by the said
in the presence of

Grantor
Grantor

William HAGEL Box 81, Golden Prairie, Saskatchewan

Address

Address

Address

Seal

COSEKA RESOURCES LIMITED
610 - 330 5th Ave. S.W.
Calgary, Alberta

Per:

COSEKA LTD.

VICE PRESIDENT

Per:

COSEKA LTD.

VICE PRESIDENT

VICE PRESIDENT

Pd. Rel. of Easement as to Plan 71SC-00904 reg'd Mar 9/77 as No 71SC-2699

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta,
this 30th day of August
A.D. 19 76

Ruben Jacober
1/2 *Peggy Kennedy*
A Commissioner for Oaths in ~~Saskatchewan~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____ of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____
(Occupant) _____

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

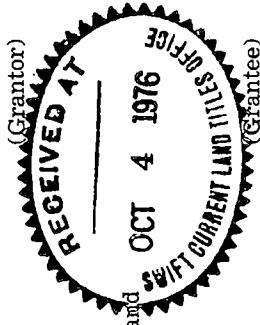
AFFIDAVIT OF EXECUTION

I, RUBEN JACOBER, of the City _____
of Medicine Hat, in the Province of Saskatchewan
Landman, make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta,
this 30th day of August A.D. 19 76

Ruben Jacober
Peggy Kennedy
A Commissioner for Oaths in ~~Saskatchewan~~ without



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office in the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 1st day of Oct.
A.D. 19 76 as Number 76-11167
Bob Stach *Reg. S.C.L.R.B.*

76-SC-11167
19
day of
Dated

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>10</i> ⁰⁰	From <i>Western Land Services Co Ltd</i>
Amt. Rec'd <i>916</i>	Address <i>Calgary</i>
Balance	Their Reference <i>NU 31-14-27-W3.16</i>

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee? *No*
Is Instrument Registrable? *yes* Titles Affected *73-SC-14148, 73-SC-14149(a)*
73-SC-14149, 73-SC-14148(a)

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>clear</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

607 Initials

WLS**WESTERN LAND Services Co. Ltd.**

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

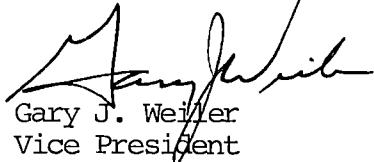
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

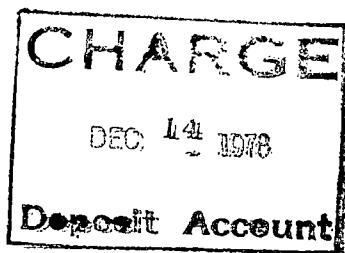
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiller
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon byCoseka Resources Limited of Calgary,in the Province of Alberta for the purpose of;Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

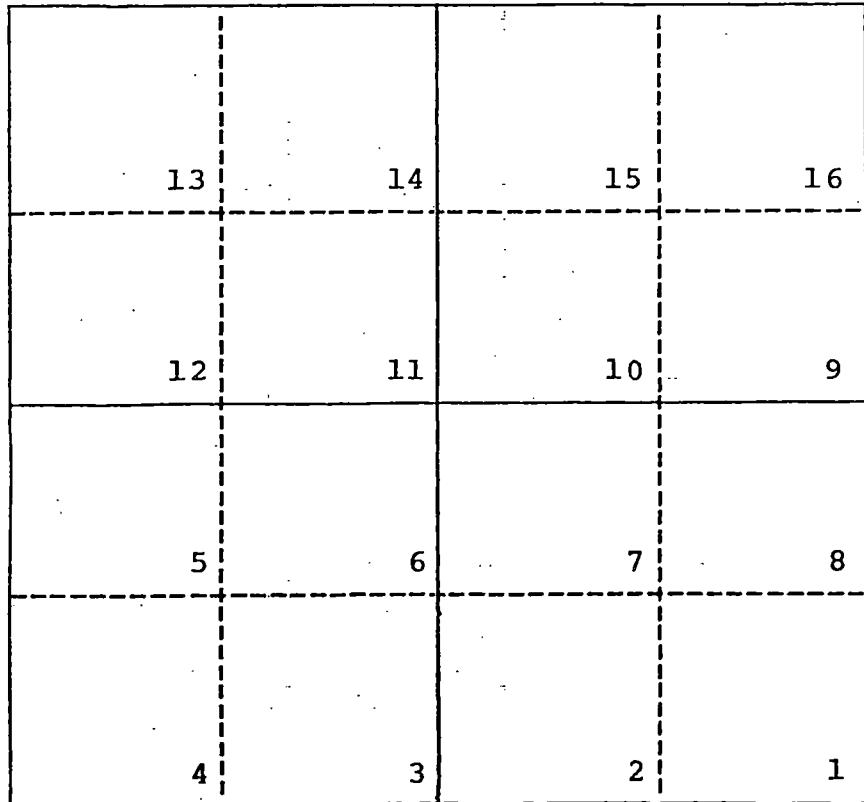
It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

William Hagel

OCCUPANT OR OWNER:

William HagelSec. 31 Twp. 14 Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.NORTHWESTEASTSOUTH

Wellsite	Acres more or less
Roadway	Acres more or less
TOTAL	Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT

N

N. W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.67 ha

N. E. 1/4 Sec. 24. 14. 28. 3

Area Req'd = 0.10 ha

S.W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.05 ha

152° 16' 00"
7626
Detail A
1.200

148° 34' 45"

12 000
770 473
12 000

SEE DETAIL

A

FIP
FIP

S. E. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.26 ha

Owner:

Title No.

Date: Sept 19 /78

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Certified Correct

Geo. A. Munro

S A L S.

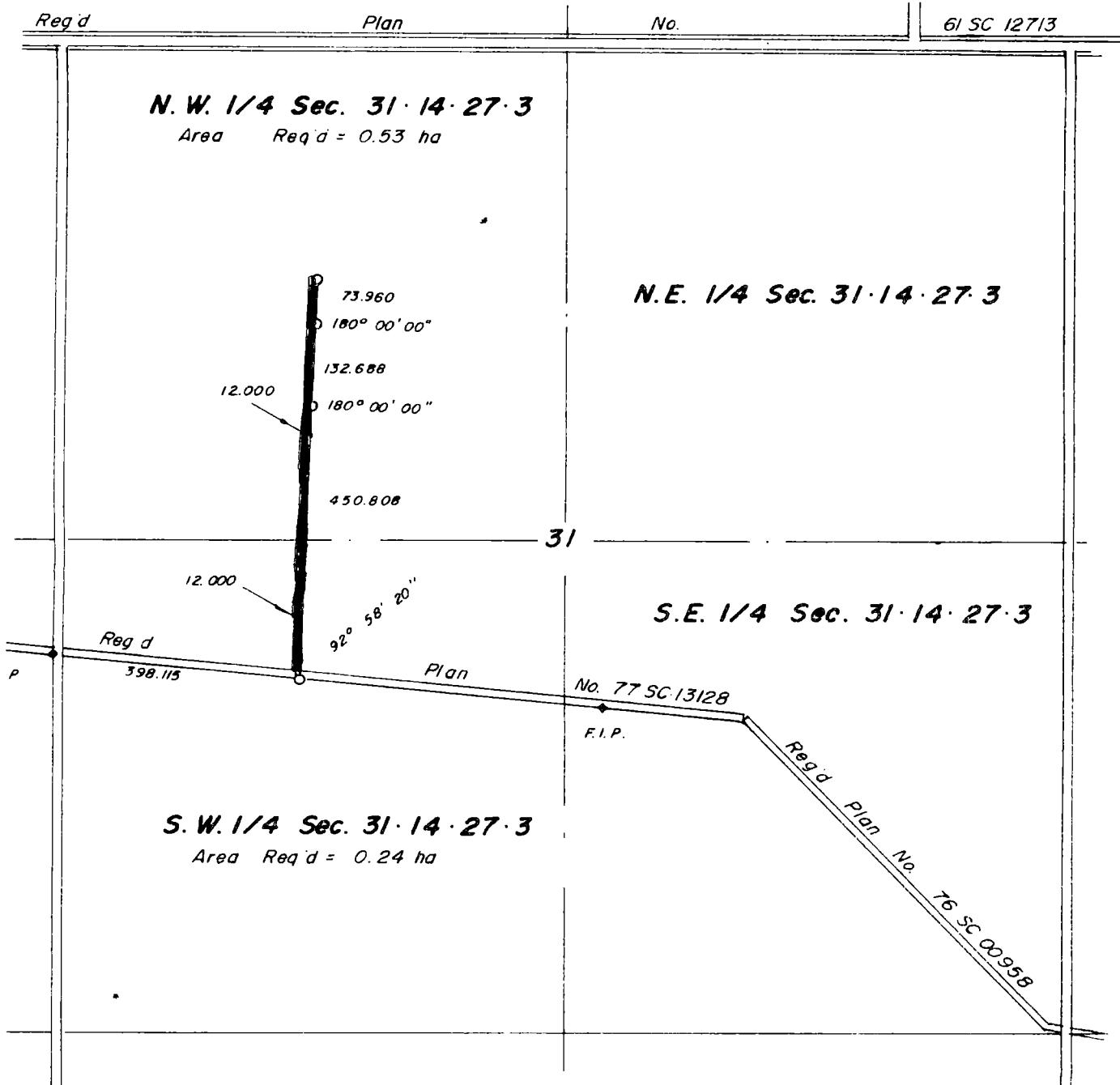
Geo. Munro and Assoc. Ltd.

CIM 12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus •

Monuments found shown thus ○

Portion referred to colored

Title No.

Date: Sept. 19 178

Certified Correct

Geo. A. Munro
sd A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

1, WILLIAM HAGEL, of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

/ **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,

✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.

/ **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
Minerals in the Crown.

/ **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.

/ **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

William Hagel

Grantor	WILLIAM HAGEL	Box 81	Address
Grantor		Golden Prairie, Saskatchewan	Address
			Address

Seal

COSEKA RESOURCES LIMITED

per: *R. D. Bredell*
VICE PRESIDENT
per: *J. B. Burch*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan, as described in Certificate of Title, No. 73-SC-14148(a), registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten Dollars (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1978

Signed by the said
in the presence of

William Hagel
Grantor WILLIAM HAGEL Box 81 Address
Grantor Golden Prairie, Saskatchewan Address
Grantor Address

Seal

COSEKA RESOURCES LIMITED

per: *R. B. Price*
VICE PRESIDENT
per: *R. B. Price*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta, Landman,
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta.
this 11th day of September
A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____, in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19_____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

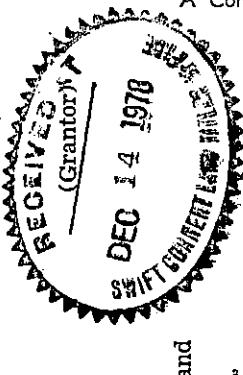
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan



(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of December
A.D. 1978, Reg. No. 78-SC-15371
William Hagel
Reg. No. 78-SC-15371
S.C.L.R.O.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of the _____ City
of Medicine Hat, in the Province of ~~Saskatchewan~~,
Alberta, Landman, make oath and say:

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

2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~, Alberta

this 11th day of September, A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.

78-SC-15371
19

day of _____
Dated _____



81 - SC - 12266

Fees			
Total Fees	7 ⁰⁰		
Amt. Rec'd	32.00		
Balance			
Inst. <u>Power of Attorney</u> From <u>Sask Resources Ltd</u> Address <u>Calgary</u> Their Reference <u>SE241-14-28w3</u>			
Is Dup. C. of T. with Instrument? <u>NO</u> In Office? <u>YES</u> Being Returned to above Addressee? <u>NO</u>			
Is Instrument Registrable? <u>YES</u> Titles Affected <u>1380-14149</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	Abstract
			G.R.C.
			Cert. of Chge.
			Cert. Copy <u>YES</u> 1
			Notices <u>Reg'd Deed</u> 1

Remarks:

ANNE Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,
at Swift Current, Saskatchewan
October 26, 1981

Re E¹₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

REgina, SAsk.

and dated October 19th 1981, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 1981
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

work
J. G. Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 1981

Thomas M. Brock

Thomas M. Brock

Chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Thomas M. Brock of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. Commissioner For Oaths A.J.
Without the Province of Saskatchewan.
My APPOINTMENT Expires December 31, 1986

A.J. MATOVICH

Dated A.D. 19

D-19

卷之三

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number SL 50-12266
and is held by Reg. Clerk for Registration
by G.L.R.D.

815C12266

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22839

FEES	Inst. <i>Leavey</i>
Total Fees	From <i>Coseka</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee?
Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
		Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	1

Remarks:

✓ Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989 *WLD*

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED *(Copy of surface lease is attached hereto)*

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of -----
SIX HUNDRED FIFTEEN (-----) Dollars (\$615.00) *WLD*
by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.

2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be **--TWO THOUSAND NINETY EIGHT--** Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.

3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

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

WITNESS
PHILIP GAZDAG

WLD
(Lessor) WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: *Howard Brock*

Per: *Robert Jones*

I, _____, wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose, - of relinquishing all my rights in said homestead in favour of _____ in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ do hereby certify that I have examined the within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____ in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

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

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been my homestead at any time.

- or -

2. I am the Lessor named in the within lease, and I say that I have no wife.

- or -

3. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since our marriage.

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

in the Province of Saskatchewan, this

6 day of **November**

A.D. 19 **89**


WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan

My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, **LAND AGENT**, make oath and say:

1. That I was personally present and did see **WILLIAM HAGEL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

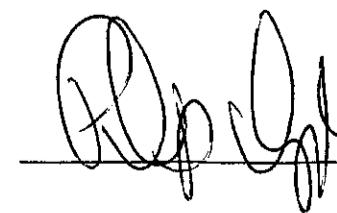
3. That I know the said **WILLIAM HAGEL** and he is in my belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**

in the Province of ~~ALBERTA~~ this

8 day of **November**

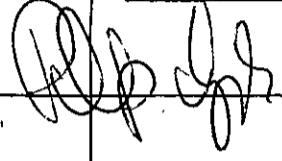
A.D. 19 **89**



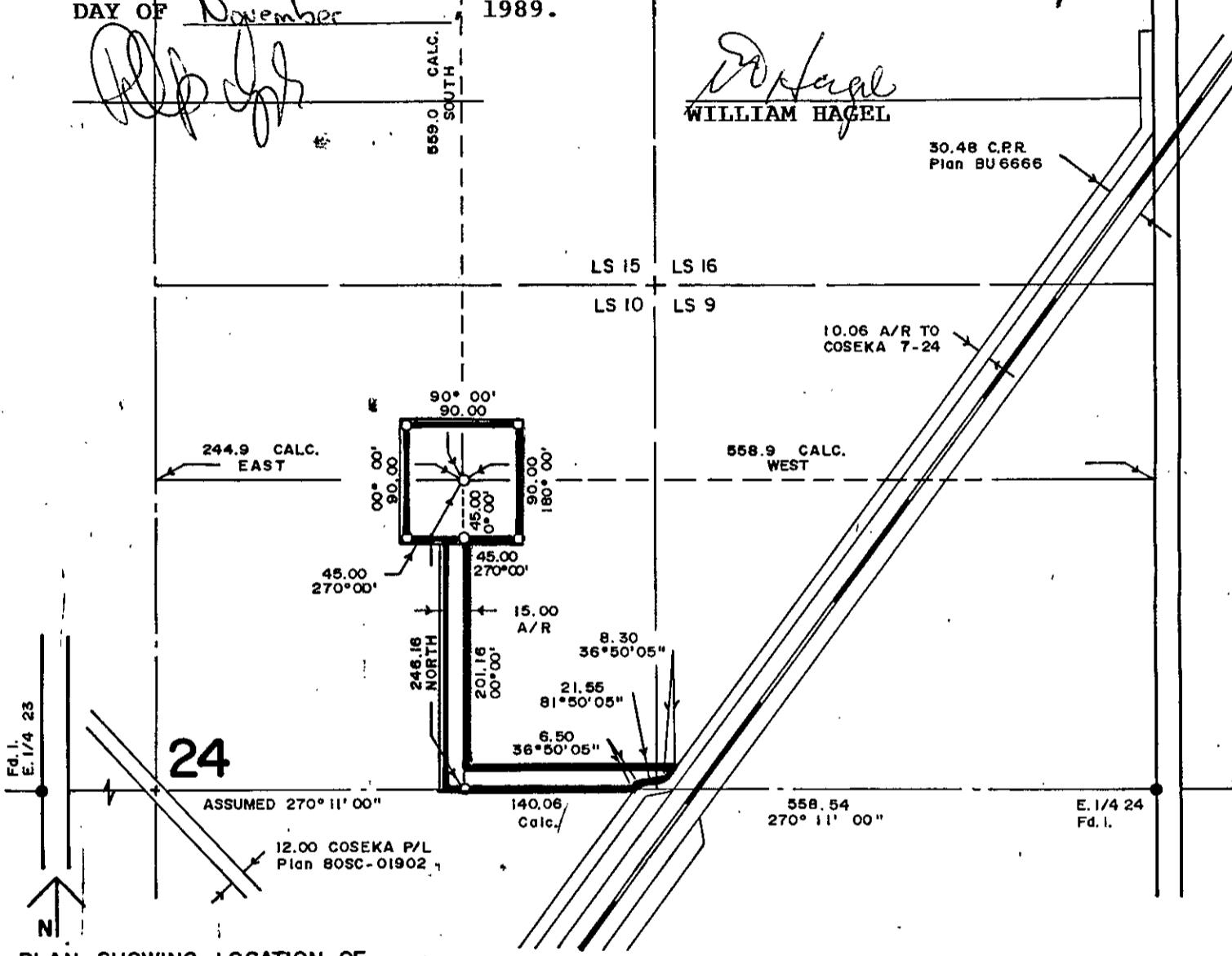
A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 28
DAY OF November, 1989.


WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10 - 24 - 14 - 28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24 - 14 - 28 - 3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.


W. H. JONES SLS


Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked Day Date 1/11/89

REVISION

SURFACE LEASE

This lease made in triplicate this **28** day of **October** 19 **89** ; *mod.*

Between:

... **WILLIAM HAGEL** of **GOLDEN PRAIRIE**

in the Province of **SASKATCHEWAN** (Occupation)

(hereinafter called the "Lessor") and **COSEKA RESOURCES LIMITED** of **CITY OF CALGARY**

in the Province of **ALBERTA** **A BODY CORPORATE**

(hereinafter called the "Lessee")

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

**THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24)** in Township **FOURTEEN (14)**

Range **TWENTY EIGHT (28)** West of the **THIRD** Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s)

73-SC-14149 of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of **THREE THOUSAND FOUR HUNDRED SEVENTY** dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage **ONE THOUSAND FIVE HUNDRED** *W.H.*
(\$ 1,500.00.....)

(ii) Rent **ONE THOUSAND NINE HUNDRED SEVENTY FIVE**
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of **ONE THOUSAND NINE HUNDRED SEVENTY FIVE** dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *W.H.*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

connection therewith to be made in compliance with the Surface Rights Act, Chapter S-27.1, Section 27.

✓✓✓

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the
at(or in such other place as the Lessor may designate from time to time)

the sum thereof on or before the date such rent or other payment becomes due.

CLM 4

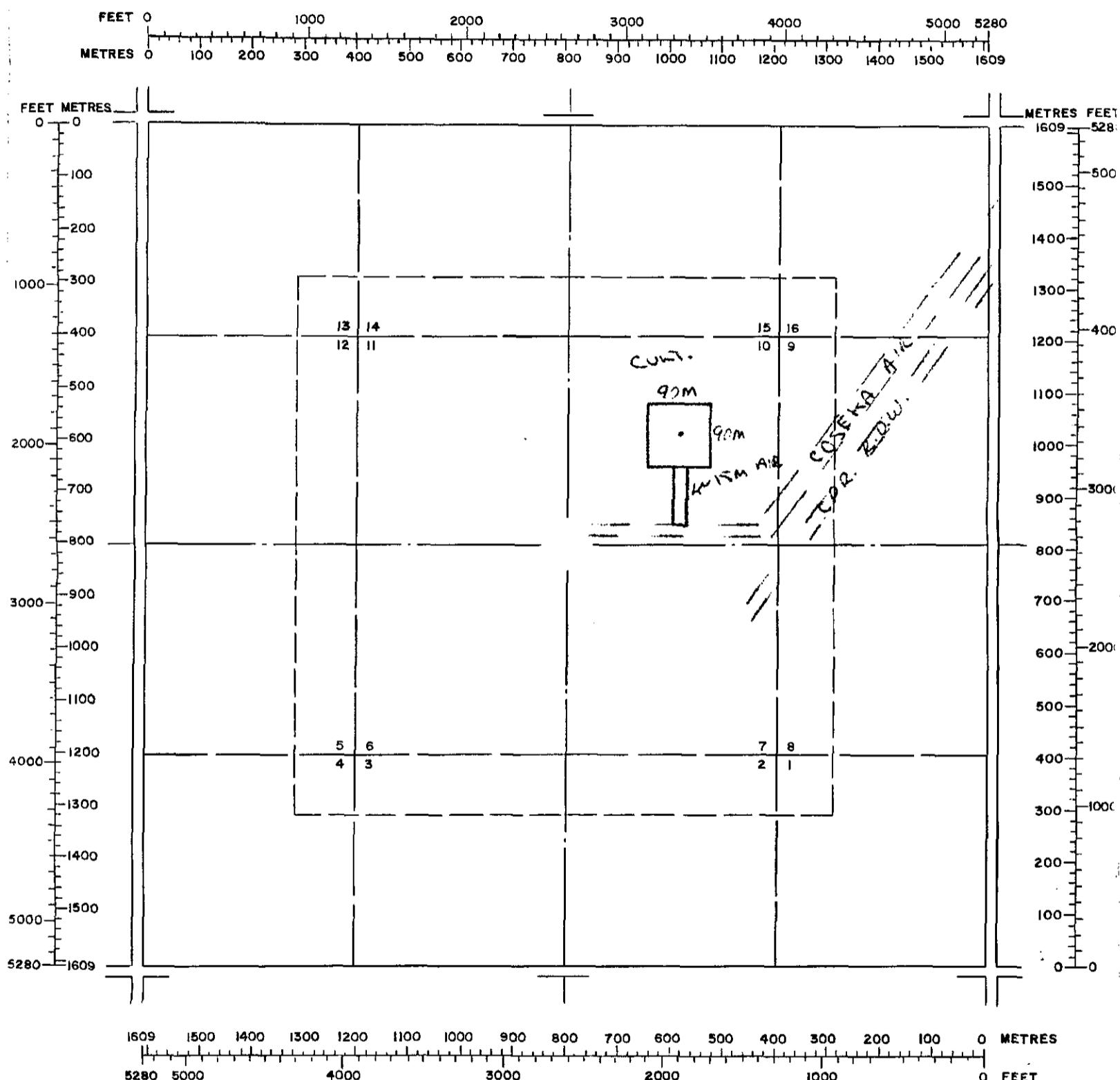
FILE NO. : 89 - A615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lessor
consideration to be applied on any alternative site.



ACREAGE

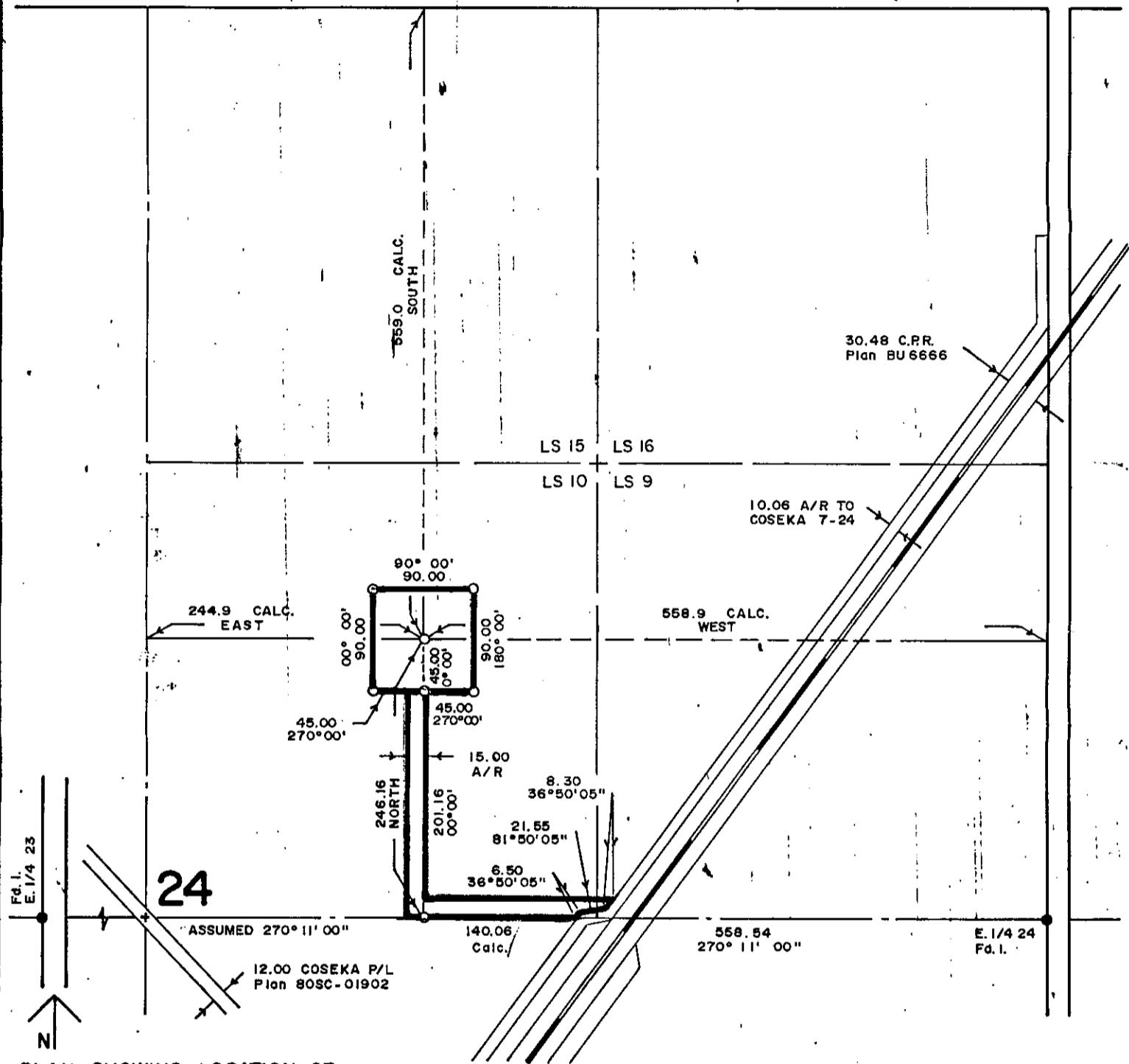
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

— — — DENOTES 640 ACRE GAS SPACING

I/ We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1981.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

10 - 24 - 14 - 28

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

W. H. Jones W. H. JONES SLS

John McMillin Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked *Day* Date 1/11/89

REVISION

Notices by lessor and lessee

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

LESSOR

P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several.....

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Thomas M. Black

Robert Jones

Signed, sealed and delivered by the above named
Lessee in the presence of

Signed, sealed and delivered by the above named
Lessor in the presence of

WILLIAM HAGEL



CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights

in the homestead in favour of

..... in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

I, of
in the Province of Saskatchewan, make oath and say:

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

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

My Appointment Expires December 31st, 19

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

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

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

Witness

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

PHILIP GAEDAG

MEDICINE HAT

I, of
in the Province of **ALBERTA**, make oath and say:

HAND AGENT

WILLIAM HAGEL

1. THAT I was personally present and did see 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.

DISTRICT OF GOLDEN PRAIRIE

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

WILLIAM HAGEL

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

CITY OF MEDICINE HAT

SWORN before me at **ALBERTA** 30

In the Province of Saskatchewan, this

day of **OCTOBER** 89

William Hagel A.D. 19

A Commissioner for Oaths in and for the Province of **WITHOUT** Saskatchewan.

My Appointment Expires December 31st, 19 90

DOMINION OF CANADA

HOMESTEAD AFFIDAVIT

PROVINCE OF SASKATCHEWAN

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, of
in the Province of Saskatchewan, make oath and say as follows:

(Occupation)

— or —

~~— I am the Lessor named in the within lease, and I say that I have no wife.~~

— or —

~~— I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at

28

In the Province of Saskatchewan, this

day of **OCTOBER** 89

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

My Appointment Expires December 31st, 19 89

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the **SWIFT CURRENT**

Land Registration District

TAKE NOTICE that **X COSEKA RESOURCES LIMITED**
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST **XX** and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of **WILLIAM HAGEL**

Attached To and Forming
Part of This Document

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place 11
521 Third Avenue S.W.
MY ADDRESS is **Calgary, Alberta T2P 4A9**

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the

12th

day of

December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the **SWIFT CURRENT**

Land Registration District

TAKE NOTICE that **X COSEKA RESOURCES LIMITED**
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST **X** and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

being lands described in Certificate of Title, **73-SC-14149**
standing in the register in the name of **William Hagel**

Attached
Part of T

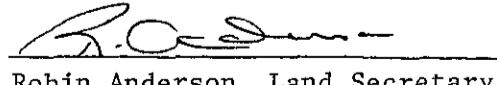
FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is **Calgary, Alberta T2P 4A9**

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the **12th** day of **December** **A.D. 1989**
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Robin Anderson

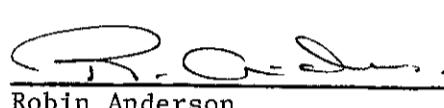
of the City of Calgary

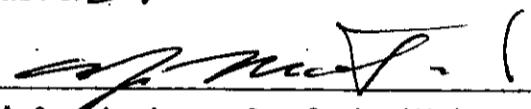
in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan

My Appointment expires March 31, 1991.

A.J. Matovich

A.D. 19

Dated

(Name of Caveator)	
RECEIVED AT	DEC 18 1990
SWIFT CURRENT LAND TITLES (the OFFICE)	


Caveat

I certify that the within instrument is as follows:
Entered and Registered in the Land Titles
Office for the Swift Current and District
District at Swift Current in the Province of
Saskatchewan on the 18th day of Dec.
A.D. 1989 as number 199622839
Caveat No. 18
S.C.L.R.D.
Register



92 - SC — 13087

Fees	Inst. <u>Ca Law</u>
Total Fees _____	From <u>N.C.D.</u>
Amt. Rec'd <u>Rec'd</u>	Address <u>Calgary</u>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to
above Addressee? _____
Is Instrument Registrable? _____ Titles Affected 73 SC 14148, 90900052

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	<u>✓</u>
		Cert. Copy	
		Notices	<u>✓</u>

Remarks:

Initials _____

20,000-11-91

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

**TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of
Calgary, in the Province of Alberta**

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement
and Right of Way Agreement dated October 20, 1992 between WILLIAM
HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of
Section Thirty One (31), Township Fourteen (14), Range Twenty Seven
(27), West of the Third Meridian, in the Province of Saskatchewan,
in the Dominion of Canada, containing One Hundred and Sixty (160)
acres more or less according to Dominion Government Survey thereof.
EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more
or less taken for a Roadway as shown on a Plan of Record in the
Land Titles Office for the Swift Current Land Registration District
as No. 61-SC-12716. As more particularly described in Certificate
of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty
Four (24), Township Fourteen (14), Range Twenty Eight (28), West of
the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the
North East Quarter 4.64 acres and out of the South East Quarter,
8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666.
MINERALS IN THE CROWN. As more particularly described in
Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument
affecting such land or the granting of a certificate of title
thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan
is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Shonda Cardinal
Agent for: COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

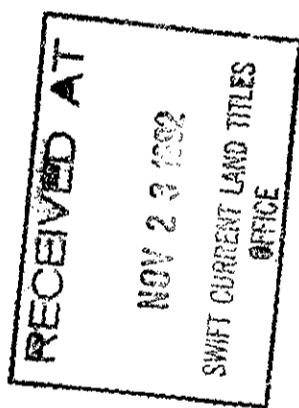
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1982 as Number Reg. 3087
P. H. Horpance
P. H. Horpance
Land Titles
Saskatchewan

Address	Nature of Instrument	Due C. of T. Within Year	Sender	Land Description
---------	----------------------	--------------------------	--------	------------------



Saskatchewan
Justice

Instrument Work Sheet

98SC 13310

Is dup C. of T. in office?

Yes No

Being returned to above
addressee?

Yes No

Is instrument registrable?

Yes No

Circle correct answer.

Fees	Encumbrances		Certificates, Notices, Required	
	Title	General Register	Type	Quantity
Total Fees _____			Abstract	
Amt. Rec'd _____			G.R.C.	
Balance _____			Uncertified Copy	
			Cert. Copy	
			Notices	✓ 1

Titles Affected 905C00052- SE - EA

Remarks _____

27

Initials

LAND TITLES
FORM AA
(Section 154)
Caveat

To the Registrar: **Swift Current Land Titles District**

Take notice that We, **UNION PACIFIC RESOURCES INC.** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Easement Agreement dated June 19th, 1998 by and between **WILLIAM HAGEL** as Grantor and **UNION PACIFIC RESOURCES INC.** as Grantee, in the S.E. ¼ 24-14-28 W3M for 160 acres as described in Certificate of Title No. 90SC00052 forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o Gerrand & Company
Toronto Dominion Bank Building
701, 1914 Hamilton Street
Regina, Saskatchewan S4P 3N6

Dated this 06th day of October, 1998

Tina Henderson, Land Administrator
UNION PACIFIC RESOURCES INC.
By it's Agent:
Caribou Land Services Ltd.

I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **UNION PACIFIC RESOURCES INC.** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. That the allegations in the above caveat are true in substance and in fact to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not to the best of my knowledge information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels with the prohibition contained in Section (151) of the Land Titles Act.

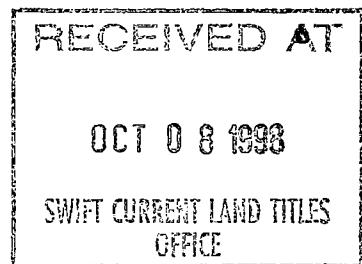
SWORN before me at the City of Calgary
in the Province of Alberta, this 06th
day of October, 1998

CAL GAZDAG

A Commissioner for Oaths in and for/without the
Province of Saskatchewan
My Commission Expires: 12/31/2000


TINA HENDERSON

98SC13310



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

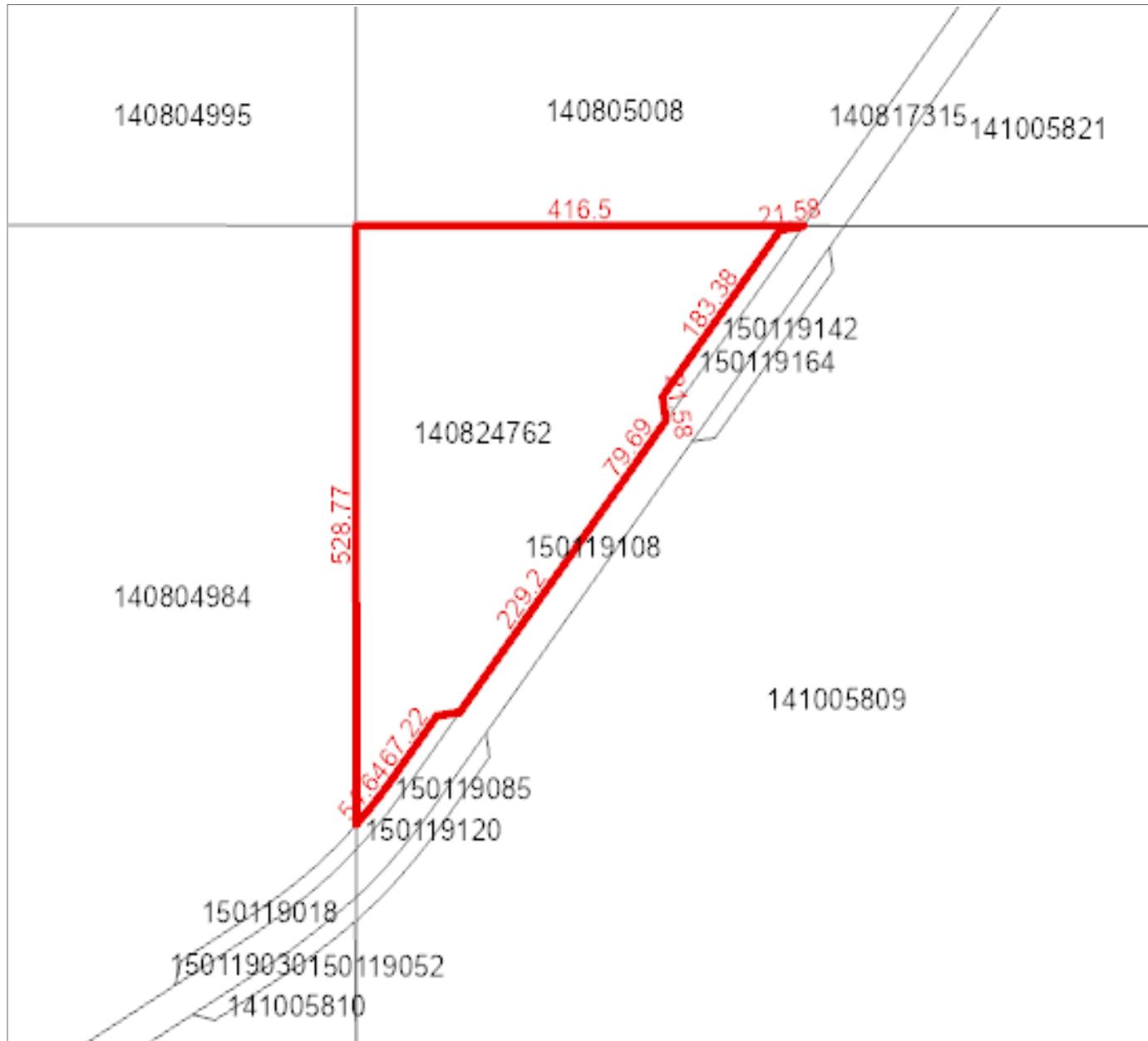
Saskatchewan on the 8 day of Oct.....

A.D. 1998 as Number 98SC13310

Registrar
S.C.L.R.D.
R. Marples

Surface Parcel Number: 140824762

REQUEST DATE: Mon Jan 26 11:07:07 GMT-06:00 2026

**Owner Name(s) :** Blakley, Charlene, Hagel, William, Ziebart, Brenda**Municipality :** RM OF ENTERPRISE NO. 142**Area :** 11.109 hectares (27.45 acres)**Title Number(s) :** 152733753**Converted Title Number :** 90SC00052**Parcel Class :** Parcel (Generic)**Ownership Share :** 1:1**Land Description :** SE 24-14-28-3 Ext 1**Source Quarter Section :** SE-24-14-28-3**Commodity/Unit :** Not Applicable

Province of Saskatchewan

Land Titles Registry

Title

Title #: 152733764

Title Status: Active

Parcel Type: Surface

Parcel Value: \$116,250.00 CAD

Title Value: \$116,250.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909896

As of: 26 Jan 2026 11:07:22

Last Amendment Date: 09 Mar 2020 14:05:50.610

Issued: 09 Mar 2020 14:05:49.890

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005809

Reference Land Description: SE Sec 24 Twp 14 Rge 28 W 3 Extension 2

As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429540

CNV Easement

Value: N/A

Reg'd: 04 Oct 1976 00:18:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

SE - Rights of access thereto

Holder:

Coseka Resources Limited
610-330-5th Ave SW
Calgary, Alberta, Canada
Client #: 111551510

Int. Register #: 106757219

Converted Instrument #: 76SC11167

Feature #: 100105344

Interest #:

187429551

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited
830-1 Calgary Pl
Calgary, Alberta, Canada T2P 0L4
Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:
187429562

CNV Caveat

Value: N/A
Reg'd: 26 Oct 1981 00:20:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 108454169

Int. Register #: 106757163
Converted Instrument #: 81SC12266

Interest #:
187429573

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429595

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Interest #:
187429584

CNV Caveat

Value: N/A
Reg'd: 08 Oct 1998 00:22:11
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SE

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106757220
Converted Instrument #: 98SC13310

Interest #:
187429607 Lease - 10 years or more

Value: N/A
Reg'd: 17 Apr 2003 10:27:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 107902122

Interest #:
187429618 Pipelines Act - Easement

Value: N/A
Reg'd: 21 Apr 2003 09:53:20
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 107913720

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140824762 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

76 - SC - 11167

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>4.00</i>	From <i>Western Land Services Co. Ltd.</i>
Amt. Rec'd <i>a/c</i>	Address <i>Calgary</i>
Balance	Their Reference <i>SE 24-14-28-W3</i>

Is Dup. C. of T. with Instrument? *no*..... In Office? *yes*..... Being Returned to
above Addressee? *MW*.....

Is Instrument Registrable? *yes*..... Titles Affected *73 S.R. 14.14.9*.....

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>nil</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

MW..... Initials

wls

WESTERN LAND Services Co. Ltd.

TELEPHONES:
CALGARY: (403) 266-3076
EDMONTON: (403) 424-0461
REGINA: (306) 527-0661
MEDICINE HAT: (403) 527-7903
BILLINGS, MONT: (406) 245-6043

1380 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6
J.O. DAVIS, President and General Manager; M.L. HENKELMAN, Vice-President

OUR FILE: CM 10930- 1, & 6

September 30th, 1976

Swift Current Land Registration District,
Land Titles Office,
SWIFT CURRENT, Saskatchewan

Dear Sir:

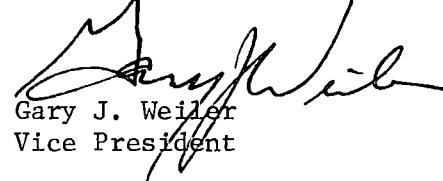
RE: Easements
SE¹/₄ 24-14-28-W3M
LSD 11, 13, 14 & S¹/₂
& NW¹/₄ LSD 12 of Sec.
28-14-27-W3M

We enclose at this time two Easements with respect to the above.

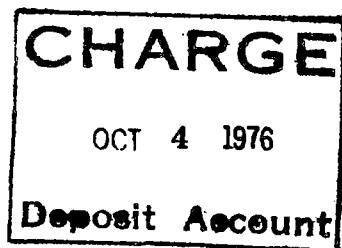
Would you please register same and return duplicate registered copies to our office.

Your fee in this matter may be charged to our account.

Yours truly,
WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:dd
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, WILLIAM HAGEL, of Golden Prairie in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The South East Quarter of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof. Excepting 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

in the Province of Saskatchewan as described in Certificate of Title No. 73-SC-14149 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten xx/100 (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 40 feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1976

Signed by the said
in the presence of

Grantor
Grantor

William HAGEL Box 81, Golden Prairie, Saskatchewan

Address

Address

Address

Seal

COSEKA RESOURCES LIMITED
610 - 330 5th Ave. S.W.
Calgary, Alberta

Per:

COSEKA LTD.

VICE PRESIDENT

Per:

COSEKA LTD.

VICE PRESIDENT

VICE PRESIDENT

Pt. Rel. of Easement as to Plan 71SC-00904 reg'd Mar-9/77 as No 71SC-2699

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta,
this 30th day of August
A.D. 19 76

Ruben Jacober
1/2 *Peggy Kennedy*
A Commissioner for Oaths in ~~Saskatchewan~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____ of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____
_____ (Occupant)

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, RUBEN JACOBER, of the City _____, in the Province of Saskatchewan
of Medicine Hat Landman, make oath and say:

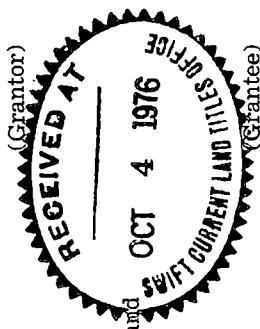
- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta,
this 30th day of August A.D. 19 76

Ruben Jacober
A Commissioner for Oaths in ~~Saskatchewan~~ without



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office in the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 1st day of Oct.
A.D. 19 76 as Number 76-11167
Bob Stach *Reg. S.C.L.R.B.*

76-SC-11167
19
day of
Dated

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>10</i> <i>sd</i>	From <i>Western Land Services Co Ltd</i>
Amt. Rec'd <i>9/6</i>	Address <i>Calgary</i>
Balance	Their Reference <i>NU 31-14-27-W3.16</i>

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee? *No*
Is Instrument Registrable? *yes* Titles Affected *73-SC-14148, 73-SC-14149(a)*
..... *73-SC-14149* *73-SC-14148(a)*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>clear</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

sd Initials

WLS**WESTERN LAND Services Co. Ltd.**

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

OUR FILE: C (M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

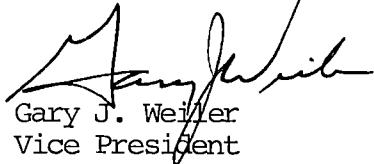
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

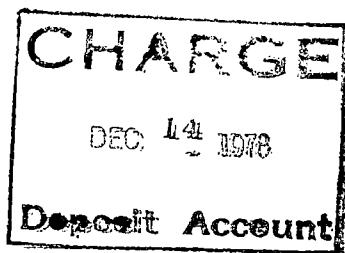
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiller
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon byCoseka Resources Limited of Calgary,in the Province of Alberta for the purpose of;Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

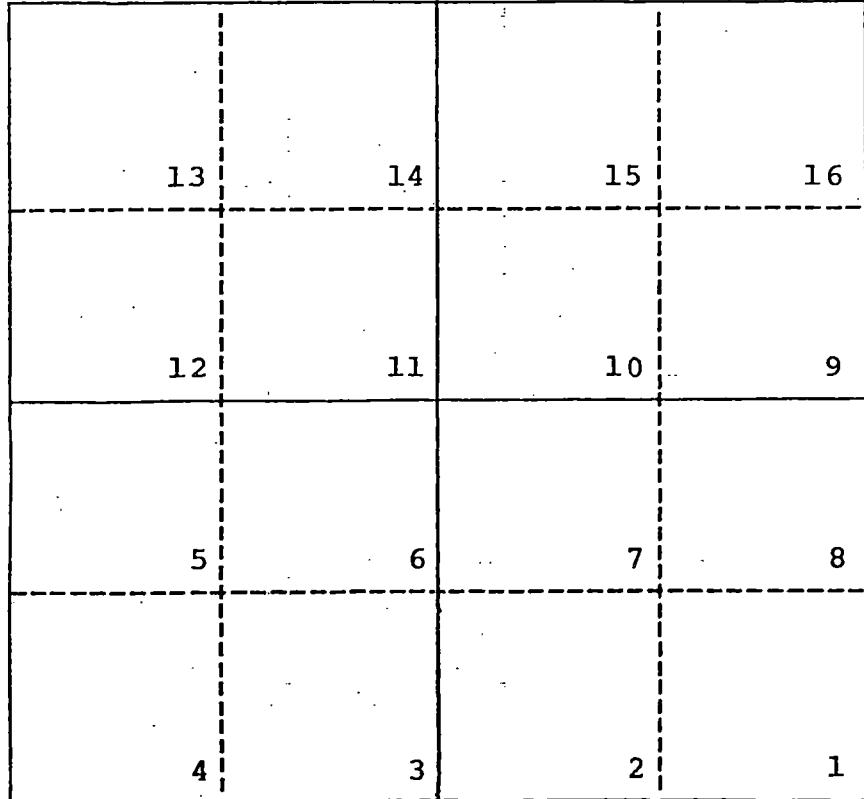
It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

William Hagel

OCCUPANT OR OWNER:

William HagelSec. 31 Twp. 14 Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.NORTHWESTEASTSOUTH

Wellsite	Acres more or less
Roadway	Acres more or less
TOTAL	Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

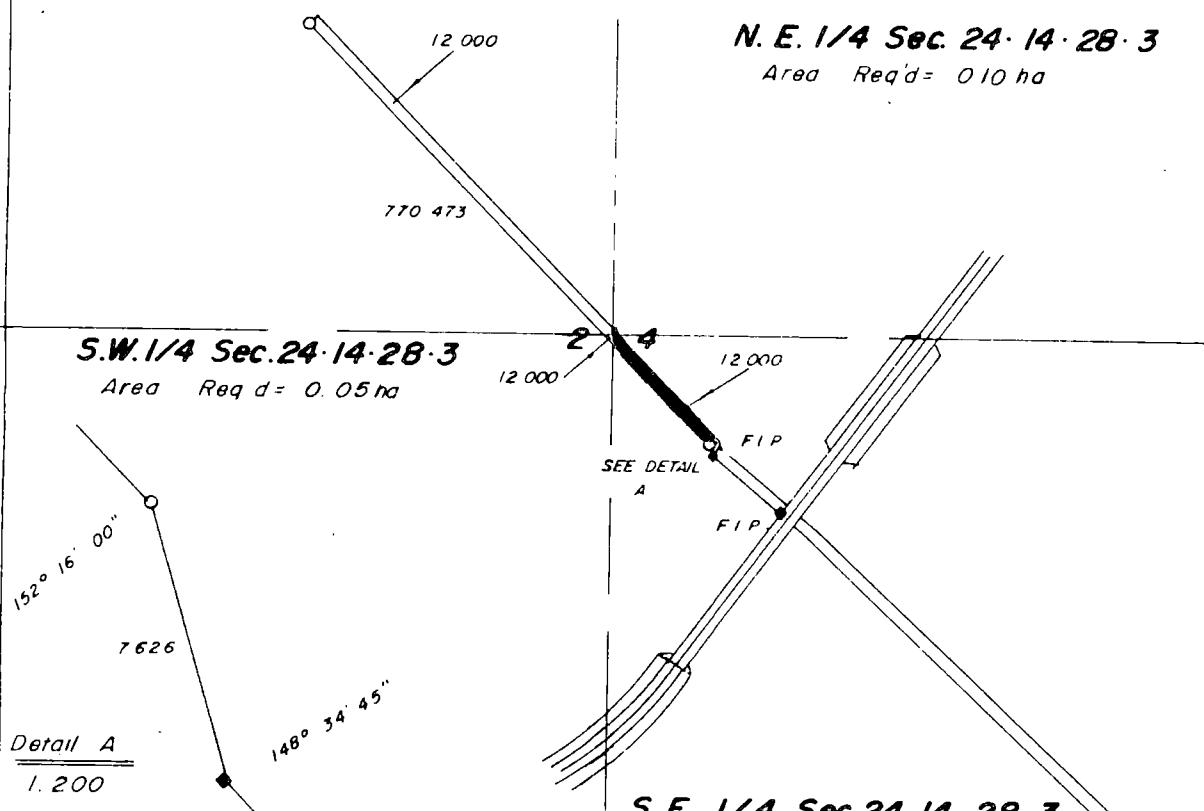
PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT

N

N. W. 1/4 Sec. 24. 14. 28. 3

Area Req d = 0.67 ha



Owner:

Title No.

Date: Sept 19 /78

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Certified Correct

Geo. A. Munro

S A L S.

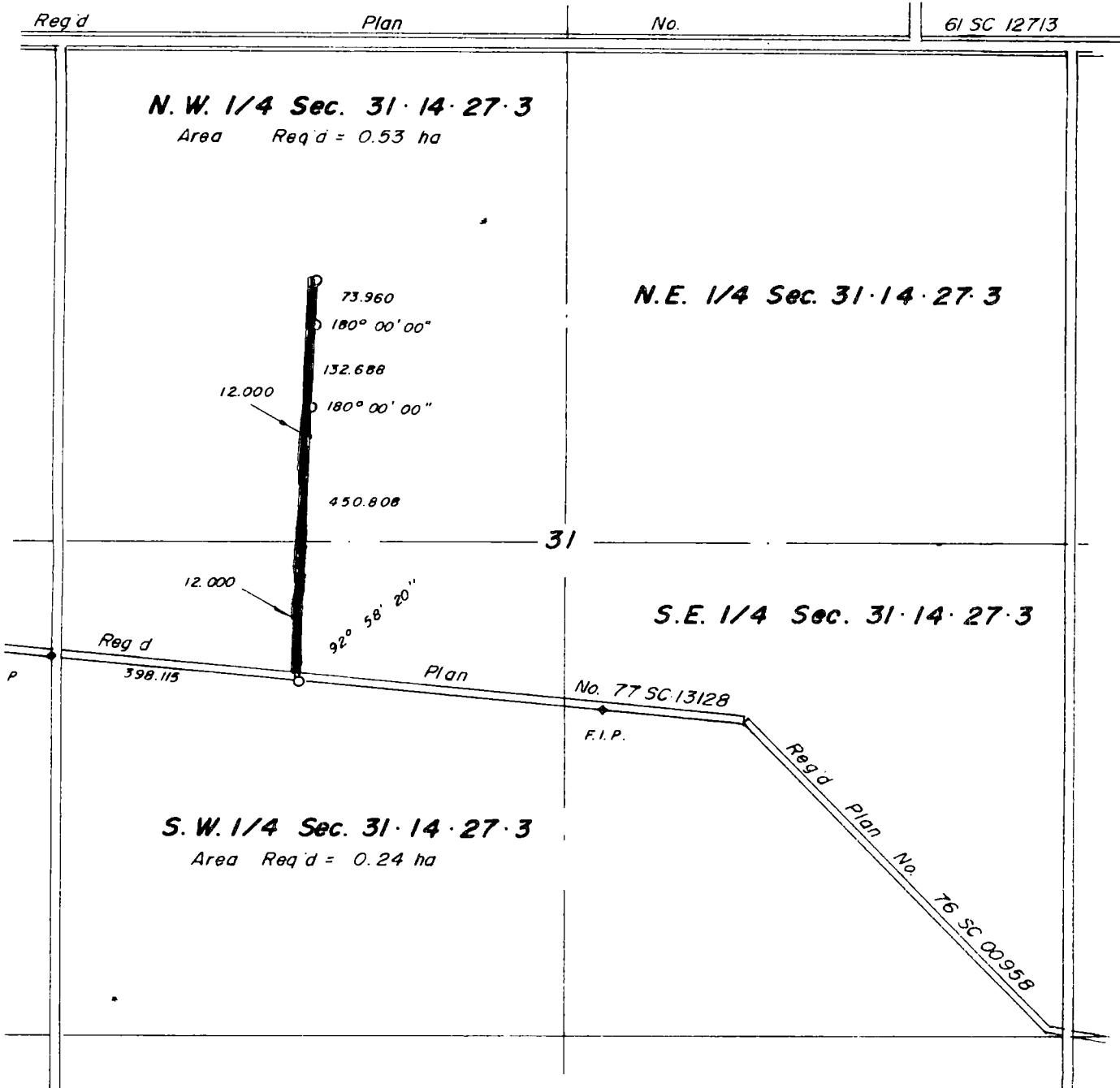
Geo. Munro and Assoc. Ltd.

CIM 12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus •

Monuments found shown thus ○

Portion referred to colored

Title No.

Date: Sept. 19 178

Certified Correct

Geo. A. Munro
sd A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

1, WILLIAM HAGEL, of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

/ **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,

✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.

/ **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
Minerals in the Crown.

/ **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.

/ **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

William Hagel

Grantor	WILLIAM HAGEL	Box 81	Address
Grantor		Golden Prairie, Saskatchewan	Address
			Address

Seal

COSEKA RESOURCES LIMITED

per: *R. D. Bredell*
VICE PRESIDENT
per: *J. B. Burch*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan, as described in Certificate of Title, No. 73-SC-14148(a), registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten Dollars (\$10.00) -----

Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1978

Signed by the said
in the presence of

William Hagel
Grantor **WILLIAM HAGEL** Box 81 Address
Grantor **Golden Prairie, Saskatchewan** Address
Address

Seal

COSEKA RESOURCES LIMITED

per: *R. B. Price*
VICE PRESIDENT
per: *R. B. Price*
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta, Landman,
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat,
in the Province of ~~Saskatchewan~~, Alberta.
this 11th day of September
A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____, in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19_____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

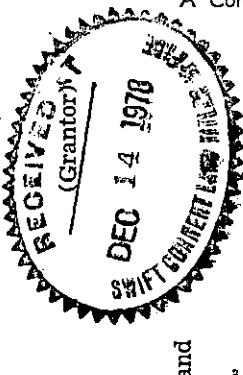
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

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

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

A Commissioner for Oaths in and for the Province of Saskatchewan



(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of December
A.D. 1978, Reg. No. 78-SC-15371
William Hagel
Reg. No. 78-SC-15371
S.C.L.R.O.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER, of the City _____
of Medicine Hat, in the Province of ~~Saskatchewan~~,
Alberta, Landman, make oath and say:

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

2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~, Alberta

this 11th day of September, A.D. 1978.

Ruben Jacober
A Commissioner for Oaths ~~xxxxxx~~ for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.

78-SC-15371
19

day of _____
Dated _____

and _____



81 - SC - 12266

Fees			
Total Fees	7 ⁰⁰		
Amt. Rec'd	32.00		
Balance			
Inst. <u>Power of Attorney</u> From <u>Sask Resources Ltd</u> Address <u>Calgary</u> Their Reference <u>SE241-14-28w3</u>			
Is Dup. C. of T. with Instrument? <u>NO</u> In Office? <u>YES</u> Being Returned to above Addressee? <u>NO</u>			
Is Instrument Registrable? <u>YES</u> Titles Affected <u>1380-14149</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	Abstract
			G.R.C.
			Cert. of Chge.
			Cert. Copy <u>YES</u> 1
			Notices <u>Reg'd Deed</u> 1

Remarks:

ANNE Initials

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22839

FEES	Inst. <i>Leavey</i>
Total Fees	From <i>Coseka</i>
Amt. Rec'd <i>Acct.</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to
above Addressee?
Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
		Type	Quantity
		Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	1

Remarks:

✓ Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989 *WLD*

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED *(Copy of surface lease is attached hereto)*

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of -----
SIX HUNDRED FIFTEEN (-----) Dollars (\$615.00) *WLD*
by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.

2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be **--TWO THOUSAND NINETY EIGHT--** Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.

3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

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

WITNESS
PHILIP GAZDAG

WLD
(Lessor) WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: *Howard Brock*

Per: *Robert Jones*

I, _____, wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose, - of relinquishing all my rights in said homestead in favour of _____ in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ do hereby certify that I have examined the within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____ in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

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

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been my homestead at any time.

- or -

2. I am the Lessor named in the within lease, and I say that I have no wife.

- or -

3. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since our marriage.

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

in the Province of Saskatchewan, this

6 day of **November**

A.D. 19 **89**


WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan

My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT: _____

AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, **LAND AGENT**, make oath and say:

1. That I was personally present and did see **WILLIAM HAGEL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

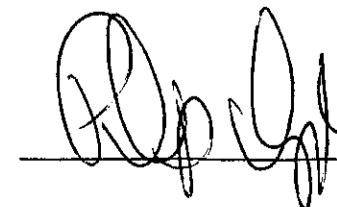
3. That I know the said **WILLIAM HAGEL** and he is in my belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**

in the Province of ~~ALBERTA~~ this

8 day of **November**

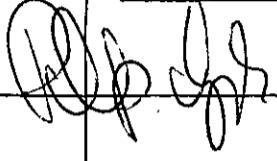
A.D. 19 **89**



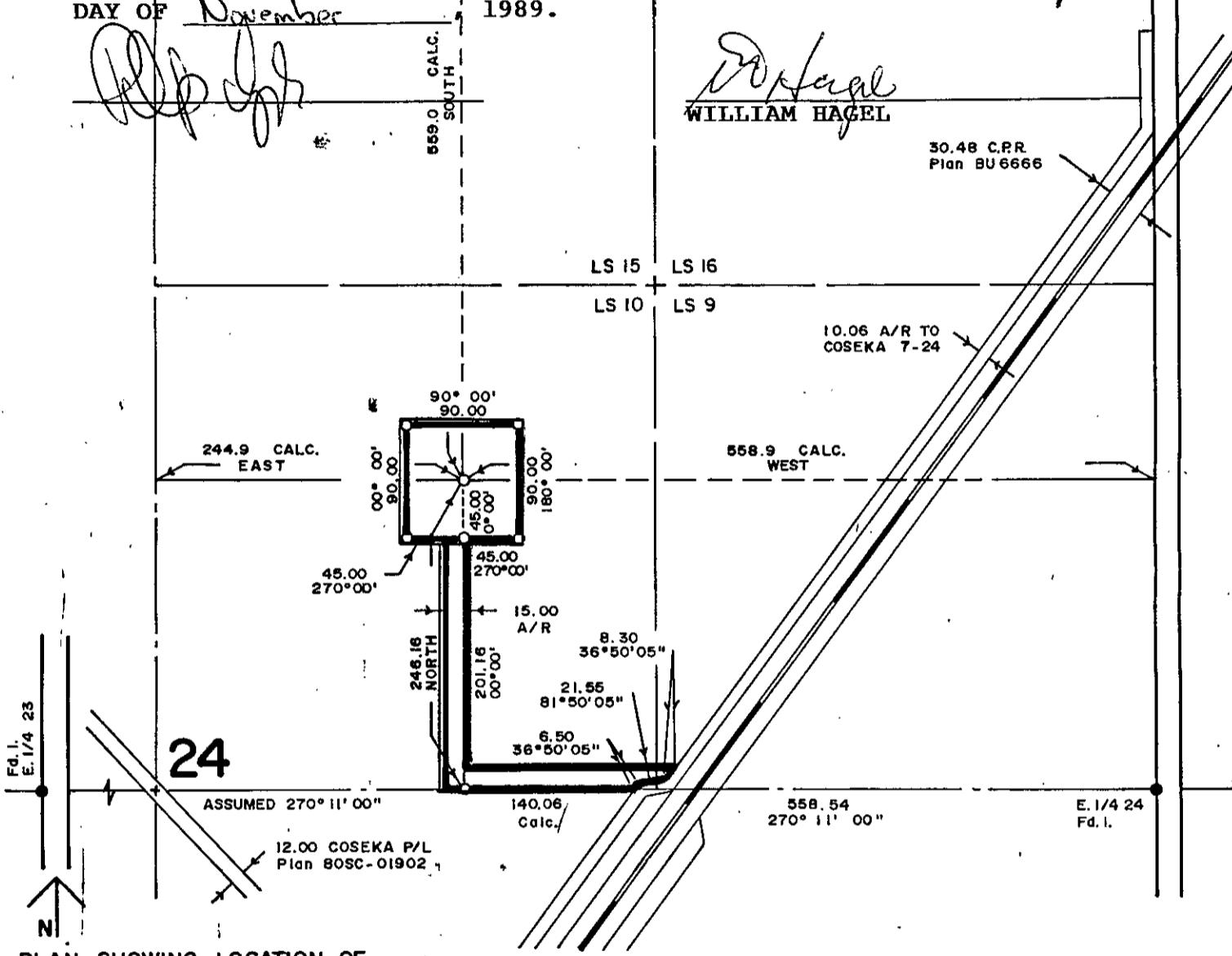
A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 28
DAY OF November, 1989.


WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10 - 24 - 14 - 28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24 - 14 - 28 - 3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.


W. H. JONES SLS


Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked Day Date 1/11/89

REVISION

SURFACE LEASE

This lease made in triplicate this **28** day of **October** 19 **89** ; *mod.*

Between:

... **WILLIAM HAGEL** of **GOLDEN PRAIRIE**

in the Province of **SASKATCHEWAN** (Occupation)

(hereinafter called the "Lessor") and **COSEKA RESOURCES LIMITED** of **CITY OF CALGARY**

in the Province of **ALBERTA** **A BODY CORPORATE**

(hereinafter called the "Lessee")

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

**THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24)** in Township **FOURTEEN (14)**

Range **TWENTY EIGHT (28)** West of the **THIRD** Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s)

73-SC-14149 of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of **THREE THOUSAND FOUR HUNDRED SEVENTY** dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage **ONE THOUSAND FIVE HUNDRED** *W.H.*
(\$ 1,500.00.....)

(ii) Rent **ONE THOUSAND NINE HUNDRED SEVENTY FIVE**
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of **ONE THOUSAND NINE HUNDRED SEVENTY FIVE** dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *W.H.*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

connection therewith to be made in compliance with the Surface Rights Act, Chapter S-27.1, Section 27.

✓✓✓

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the
at(or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM 4

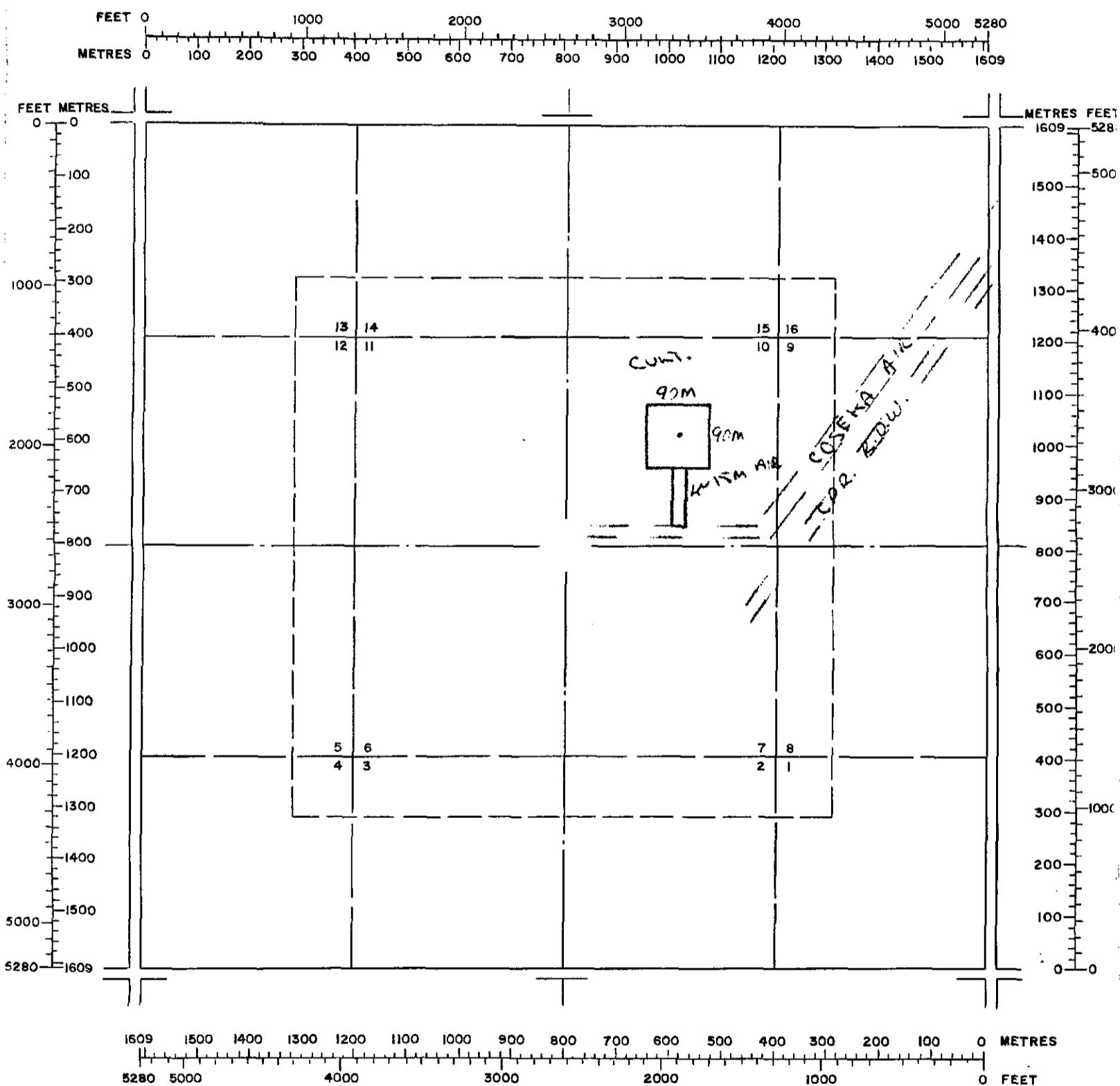
FILE NO. : 89-0615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease consideration to be applied on any alternative site.



ACREAGE

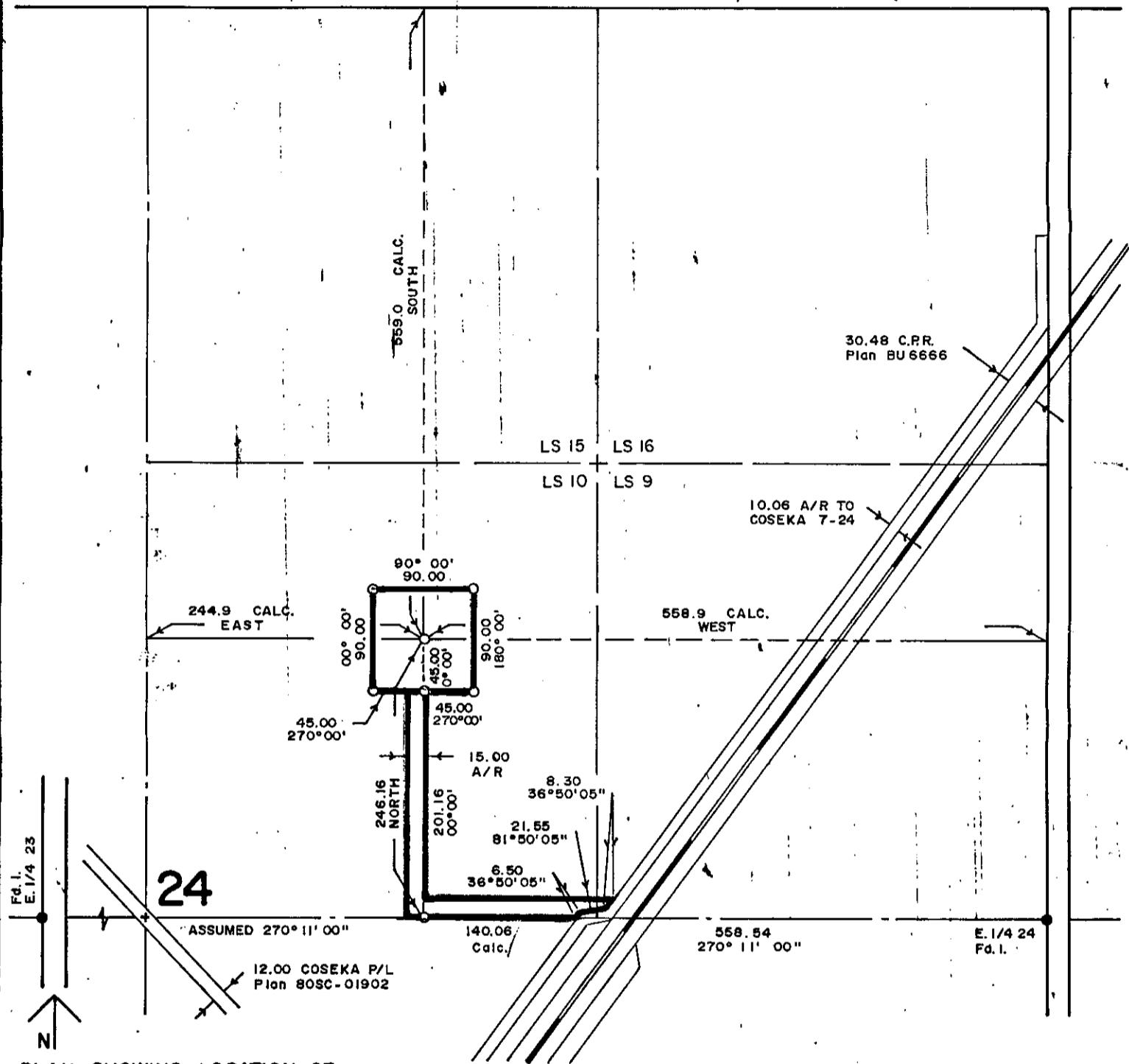
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

— — — DENOTES 640 ACRE GAS SPACING

I/ We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 19XXI.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

10 - 24 - 14 - 28

SCALE 1:5000

CO-ORDINATES 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

W. H. Jones *W. H. Mullin*
W. H. JONES SLS Witness

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE - 742.04
TOTAL	1.346	3.32	SE - 742.46
			SW - 742.19
			NW - 741.99

GROUND ELEVATION 741.8

For COSEKA RESOURCES LIMITED

LEGEND
Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.

REVISION

Notices by lessor and lessee

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

LESSOR

P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several.....

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Thomas M. Black

Robert Jones

Signed, sealed and delivered by the above named
Lessee in the presence of

Signed, sealed and delivered by the above named
Lessor in the presence of

WILLIAM HAGEL



CERTIFICATE

I, Judge of the District Court for (or as the case may be), do hereby certify that I have examined

....., wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights

in the homestead in favour of

....., in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

I, of
in the Province of Saskatchewan, make oath and say:

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

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

My Appointment Expires December 31st, 19

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

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

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

Witness

CANADA

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN

To Wit:

PHILIP GAEDAG

MEDICINE HAT

I, of
in the Province of **ALBERTA**, make oath and say:

HAND AGENT

WILLIAM HAGEL

1. THAT I was personally present and did see 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.

DISTRICT OF GOLDEN PRAIRIE

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

WILLIAM HAGEL

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

CITY OF MEDICINE HAT

SWORN before me at **ALBERTA** 30

In the Province of Saskatchewan, this 89

day of **OCTOBER** A.D. 19

Philip J. Gaedag **XXXXXX**

A Commissioner for Oaths in and for the Province of **WITHOUT** Saskatchewan.

My Appointment Expires December 31st, 19 90

DOMINION OF CANADA

HOMESTEAD AFFIDAVIT

PROVINCE OF SASKATCHEWAN

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, of
in the Province of Saskatchewan, make oath and say as follows:

(Occupation)

— or —

~~— I am the Lessor named in the within lease, and I say that I have no wife.~~

— or —

~~— I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at 28

In the Province of Saskatchewan, this 89

day of **OCTOBER** A.D. 19

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

My Appointment Expires December 31st, 19 89

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the **SWIFT CURRENT**

Land Registration District

TAKE NOTICE that **X COSEKA RESOURCES LIMITED**
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST **XX** and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of **WILLIAM HAGEL**

Attached To and Forming
Part of This Document

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place 11
521 Third Avenue S.W.
MY ADDRESS is **Calgary, Alberta T2P 4A9**

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

Attached
Part of T

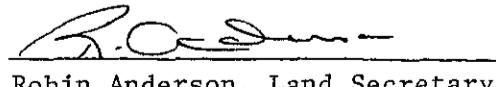
FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman

2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Robin Anderson

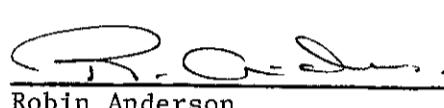
of the City of Calgary

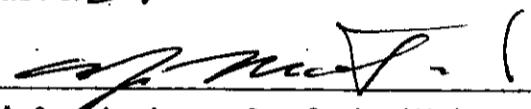
in the Province of Alberta, AGENT for the within named cavarator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan

My Appointment expires March 31, 1991.

A.J. Matovich

A.D. 19

Dated

(Name of Cavarator)	
RECEIVED AT	DEC 18 1990
SWIFT CURRENT LAND TITLES (the OFFICE)	


Caveat

I certify that the within instrument is as follows:
Entered and Registered in the Land Titles
Office for the Swift Current and District
District at Swift Current in the Province of
Saskatchewan on the 18th day of Dec.
A.D. 1989 as number 199622839
Caveat No. 18
S.C.L.R.D.
Register



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,
at Swift Current, Saskatchewan
October 26, 1981

Re E¹₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

REgina, SAsk.

and dated October 19th 1981, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 1981
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

work
J. G. Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81

Thomas M. Brock

Thomas M. Brock

Chg. Address #89SC15246

CANADA }
PROVINCE OF SASKATCHEWAN }
TO WIT: }

I, Thomas M. Brock of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. Commissioner For Oaths A.J.
Without the Province of Saskatchewan.
My APPOINTMENT Expires December 31, 1986

Thomas M. Frock

Dated A.D. 19

A.D. 119

RECEIVE THE NAME of Caveator
RE

OCT 23 1921

SWITZERLAND LAND TITLES
OFFICE

(the Land)

Georg

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number SLSC-12066
and fee for Reg. fee for Registration
AC.L.R.D.

815C12266



92 - SC — 13087

Fees	Inst. <u>Ca Law</u>
Total Fees _____	From <u>N.C.D.</u>
Amt. Rec'd <u>Rec'd</u>	Address <u>Calgary</u>
Balance _____	Their Reference _____

Is Dup. C. of T. with Instrument? no In Office? _____ Being Returned to
above Addressee? _____
Is Instrument Registrable? _____ Titles Affected 73 SC 14148, 90900052

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	<u>✓</u>
		Cert. Copy	
		Notices	<u>✓</u>

Remarks:

Initials _____

20,000-11-91

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

**TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of
Calgary, in the Province of Alberta**

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement
and Right of Way Agreement dated October 20, 1992 between WILLIAM
HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of
Section Thirty One (31), Township Fourteen (14), Range Twenty Seven
(27), West of the Third Meridian, in the Province of Saskatchewan,
in the Dominion of Canada, containing One Hundred and Sixty (160)
acres more or less according to Dominion Government Survey thereof.
EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more
or less taken for a Roadway as shown on a Plan of Record in the
Land Titles Office for the Swift Current Land Registration District
as No. 61-SC-12716. As more particularly described in Certificate
of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty
Four (24), Township Fourteen (14), Range Twenty Eight (28), West of
the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the
North East Quarter 4.64 acres and out of the South East Quarter,
8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666.
MINERALS IN THE CROWN. As more particularly described in
Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument
affecting such land or the granting of a certificate of title
thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan
is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Shonda Cardinal
Agent for: COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

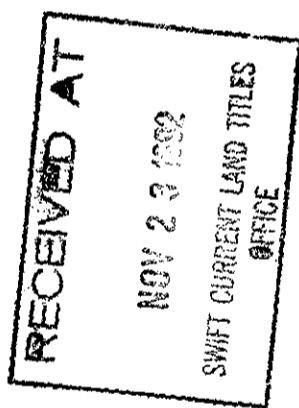
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1982 as Number Reg. 3087
P. H. Horpinski
P. H. Horpinski
Land Titles
Saskatchewan

Address	Nature of Instrument	Due C. of T. Within Year	Sender	Land Description
---------	----------------------	--------------------------	--------	------------------



Saskatchewan
Justice

Instrument Work Sheet

98SC 13310

Is dup C. of T. in office?

Yes No

Being returned to above
addressee?

Yes No

Is instrument registrable?

Yes No

Circle correct answer.

Fees	Encumbrances		Certificates, Notices, Required	
	Title	General Register	Type	Quantity
Total Fees _____			Abstract	
Amt. Rec'd _____			G.R.C.	
Balance _____			Uncertified Copy	
			Cert. Copy	
			Notices	✓ 1

Titles Affected 905C00052- SE - EA

Remarks _____

27

Initials

LAND TITLES
FORM AA
(Section 154)
Caveat

To the Registrar: **Swift Current Land Titles District**

Take notice that We, **UNION PACIFIC RESOURCES INC.** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Easement Agreement dated June 19th, 1998 by and between **WILLIAM HAGEL** as Grantor and **UNION PACIFIC RESOURCES INC.** as Grantee, in the S.E. ¼ 24-14-28 W3M for 160 acres as described in Certificate of Title No. 90SC00052 forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o Gerrand & Company
Toronto Dominion Bank Building
701, 1914 Hamilton Street
Regina, Saskatchewan S4P 3N6

Dated this 06th day of October, 1998

Tina Henderson, Land Administrator
UNION PACIFIC RESOURCES INC.
By it's Agent:
Caribou Land Services Ltd.

I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **UNION PACIFIC RESOURCES INC.** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. That the allegations in the above caveat are true in substance and in fact to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not to the best of my knowledge information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels with the prohibition contained in Section (151) of the Land Titles Act.

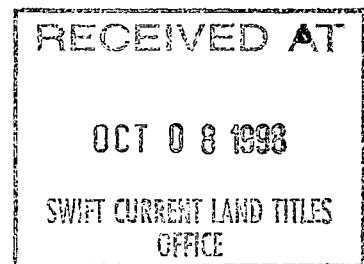
SWORN before me at the City of Calgary
in the Province of Alberta, this 06th
day of October, 1998

CAL GAZDAG

A Commissioner for Oaths in and for/without the
Province of Saskatchewan
My Commission Expires: 12/31/2000


TINA HENDERSON

98SC13310



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 8 day of Oct

A.D. 1998 as Number 98SC13310

Registrar
S.C.L.R.D.
R. Marples



Information
Services
Corporation
of Newfoundland

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SS 3361

SASKATCHEWAN SURFACE LEASE

THIS INDENTURE made the 07 day of April, 2003

BETWEEN:

WILLIAM HAGEL
of the DISTRICT OF GOLDEN PRAIRIEIn the Province of Saskatchewan,
(hereinafter called "the Lessor")

- and -

ANADARKO CANADA CORPORATION
of the City of CalgaryIn the Province of Alberta
(hereinafter called "the Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

SE SEC 24 TWP 14 RGE 26 W9 EXTENSION 2

as more particularly described and set forth in Certificate(s) of Title No(s). 118909886 of Record in the Land Title Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

1. DEMISED PREMISES

The Lessor for the purposes and at the rent, including compensation for permanent damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A" hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one (21) years from the date hereof for any or all of the Lessor's operations including but not limited to, a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon or under, across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by Lessee

(a) For the first year the sum of THREE THOUSAND (\$ 3000) Dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for permanent damage applied as follows:

(i) Compensation for permanent damage one thousand three hundred (\$ 1300) Dollars.

(ii) Rent one thousand seven hundred (\$ 1700) Dollars.

Payment in subsequent years by Lessee

(b) For each subsequent year the sum of one thousand seven hundred (\$ 1700) Dollars payable annually in advance of the anniversary date hereof in each year during the currency hereof.

Provided that the Lessee may, from time to time and at any time, surrender any portion of the demised premises by giving one month's written notice to the Lessor to that effect and by delivering or mailing to the Lessor a sketch or plan of the portion or portions, thereof retained.

Payment for No-entry

(c) If the demised premises covered by this lease are not entered upon, except for survey purposes, within 365 days of the date of this lease, the Lessor shall pay to the Lessor the sum of TWO HUNDRED —.00XX (\$200.00) for the right to survey and all other inconveniences and the said lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of THREE THOUSAND (\$ 3000) as previously set out, within the 30 day period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

2. THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:

Taxes, etc., payable by the Lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by Lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of the lease and any extension thereof.

Right to renew by Lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one (21) years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one (21) years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:**Payment of rent by Lessee**

(a) The Lessee shall pay the rent, including compensation for permanent damage, for the first year as hereinbefore agreed and shall pay yearly in advance, the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in the case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five (45) days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall have the right to dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the wellsite and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance the Lessee shall deliver up the demised premises in the same condition as far as may be reasonably practicable to do so as that existed immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct any roadways with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper livestock fences if so reasonably required by the Lessor and the Lessee shall, if reasonably required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling therinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted, the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so reasonably required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by Lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, its servants or agents in, under or upon the said demised premises.

4. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:**Review of rent every three years upon request of either party**

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three (3) years from the date hereof and at the end of each succeeding three (3) year period. Such request shall be in writing and given to the other party three months prior to the commencement of the period in respect of which the review of rent is sought or within three (3) months after the expiration of each succeeding three (3) year interval. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the Surface Rights Acquisition and Compensation Act shall apply.

Right of surrender and removal of equipment by Lessee

(b) The Lessee shall have the right at any time, upon notice to that effect to the Lessor, to cease and use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessor may have placed on or in the demised premises.

Discharge of encumbrances by Lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of every kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sum accruing to the Lessor under the terms of this lease.

Rights to assign by Lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same payable at par to the Lessor at his address for service of notices herein provided on by depositing to the Lessor's credit in the bank account of the Lessor (or in such other place as the Lessor may designate from time to time), the sum thereof on or before the date such rent or other payment becomes due.

Notices by Lessor and Lessee

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

LESSOR: WILLIAM HAGEL
BOX 51
GOLDEN PRAIRIE, SASKATCHEWAN S0N 0Y0

LESSEE: ANADARKO CANADA CORPORATION
BOX 2595, STATION "M"
CALGARY, ALBERTA T2P 4V4

Time of the essence

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

Saskatchewan law to apply

(i) This lease shall for all purposes be construed according to the law of Saskatchewan.

Meaning of "Lessor" and "Lessee"

(j) The terms "Lessor" and "Lessee" and references thereto herein shall include the executors, administrators, (successors in case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

ANADARKO CANADA CORPORATION, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restriction and covenants above set forth.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed) attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

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

Witness DEAN K. O'BILL - WHITEHEAD


WILLIAM HAGEL

ANADARKO CANADA CORPORATION
By its Attorney -In-Fact

Witness _____

CONSENT OF NON-OWNING SPOUSE

I, non-owning spouse of consent to the attached lease. I declare that I have signed this consent for the purpose of relinquishing all my rights in the said homestead in favour of so far as may be necessary to give effect to this lease.

CERTIFICATE OF ACKNOWLEDGEMENT

I, Notary
Public/Solicitor, certify that I have examined of non-owning spouse of the owning spouse, in the attached lease, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

(a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse,
and;

(b) understands his/her rights in the homestead.

DATED this day of , 2009

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

SEAN K. O'NEILL - WHITEHEAD

I, SEAN K. O'NEILL - WHITEHEAD, of the CITY OF CALGARY, in the Province of Alberta, LAND AGENT, make oath and say:

1. THAT I was personally present and did see WILLIAM HAGEL, 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 the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said WILLIAM HAGEL, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the CITY OF CALGARY,
In the Province of Alberta this 3 day of
April, 2003

Sean K. O'NEILL - WHITEHEAD

SEAN K. O'NEILL - WHITEHEAD

Delia J. Kimball
A Commissioner for Oaths In and for/without the
Province of Saskatchewan

Delia J. Kimball
A Commissioner for Oaths without the
Province of Saskatchewan
Commission Expires: August 31, 2005

THE HOMESTEADS ACT AFFIDAVIT

I, WILLIAM HAGEL, of the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, make oath and say:

1. I am the Lessor named in the attached lease.
2. My Spouse and I have not occupied the land described in this lease as our homestead at any time during our marriage; or,
3. I have no Spouse; or
4. My Spouse is a registered owner of the land that is the subject matter of the lease and a co-signatory of this lease.

SWORN before me at the DISTRICT OF GOLDEN PRAIRIE,
in the Province of Saskatchewan, this 02 day of
April, 2003

William Hagel

WILLIAM HAGEL

Sean K. O'NEILL - WHITEHEAD
A Commissioner for Oaths In and for/without the
Province of Saskatchewan

Sean K. O'NEILL - WHITEHEAD
A Commissioner for Oaths In and for
the Province of Saskatchewan
without the consent of my employer, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:
My Commission Expires: December 31, 2005

I, (we) _____ of the _____ in the Province of Saskatchewan, having an interest in the
within lands, by virtue of an Agreement or Instrument dated the _____ day of _____ DO HEREBY
AGREE that all my (our) rights, interest 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 the _____, in the Province of Saskatchewan, this _____ day of _____, A.D. 2003

Witness _____

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____, 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 the _____, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the _____
In the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for/without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

1. THAT I was personally present and did see _____, 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 the CITY OF CALGARY, in the Province of Alberta, and that I am the subscribing witness thereto.

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

SWORN before me at the CITY OF CALGARY,)

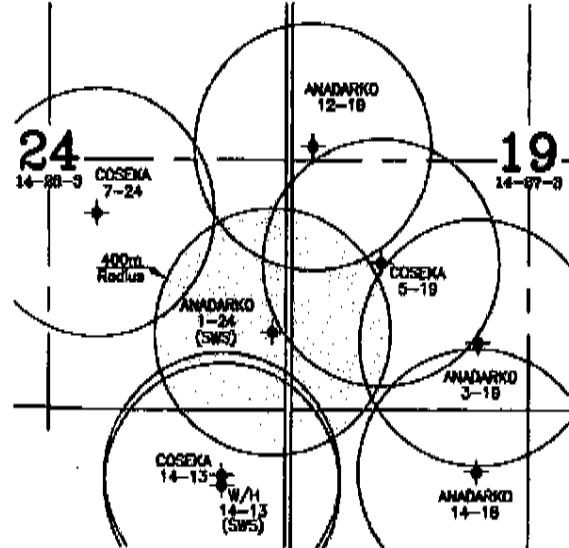
In the Province of Alberta, this _____)

day of _____, A.D. 2003)

SHANNON SHOMODY

BERYL OSTROM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan

ANADARKO
12-19



SKETCH

Scale 1:25,000

ANADARKO HATTON 1-24-14-28

WELL SITE

L.S. 1 Sec. 24 Twp. 14 Rge. 28 W.3 M.

ELEVATIONS:

GROUND AT WELL LOCATION: 742.84

N.W. Corner: 740.53 N.E. Corner: 741.61
S.W. Corner: 743.94 S.E. Corner: 744.33

CO-ORDS:

Surface 250.37 N. of S. Boundary
Location 45.00 W. of E. Boundary } Sec.24

GEOGRAPHICAL CO-ORDS

LATITUDE 50° 10' 52.4" } NAD 83
LONGITUDE 109° 41' 30.3" }

AREAS:

Well Site = .810 ha. 2.00 ac.

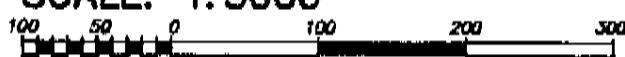
I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 6th day of March, 2003.

Jeffrey T. Skelton

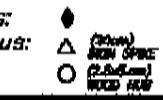
Saskatchewan Land Surveyor
Jeffrey T. Skelton

Bradford J. - J.
Witness

SCALE: 1:5000



Survey monuments found are shown thus:
Survey monuments planted are shown thus:



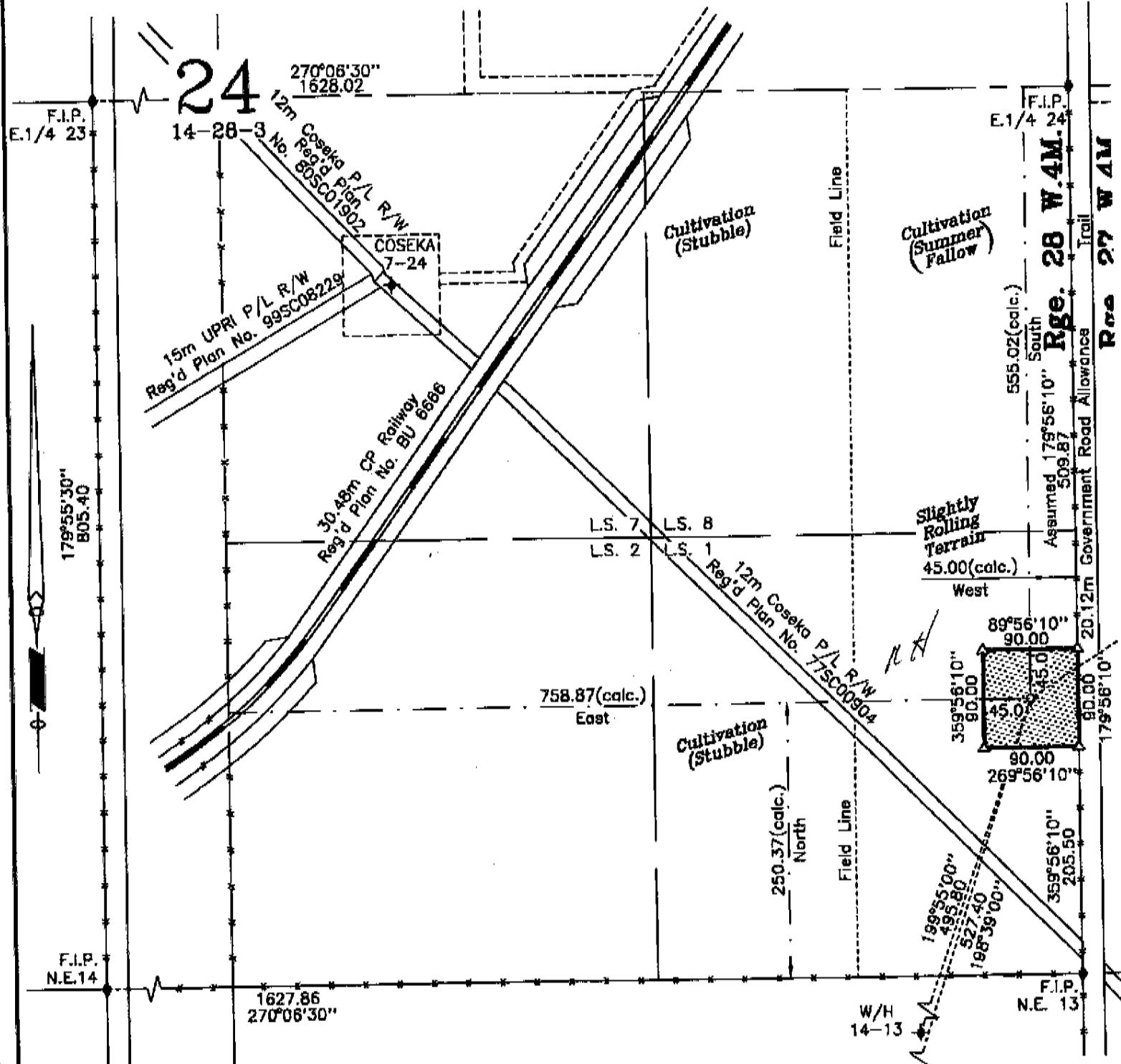
Portions referred to are shown thus:
Distances are in metres and decimals.
There are no surface improvements within 75 metres of this well location unless shown otherwise.

DATUM:

Sask. Control Man. No. 765907

Elev.= 819.30

Anadarko
Canada Corporation



CARTESIAN CO-ORDINATES

250.45 NORTH } S.W. Cor. 24-14-28-3
45.27 WEST }



Information
Services
Corporation
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

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Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SE 3857

LEASEMENT

We, WILLIAM HAGEL, of the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however, to such encumbrances, heirs and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

SE SEC 24 TWP 14 RGE 28 W3 EXTENSION 2

In the Province of Saskatchewan, as described in Certificate of Title No. 119908886 registered in the Land Titles Office for the Saskatchewan Land Registration District, hereinafter called the said lands.

In consideration of the sum of *** One *** (\$1.00) Dollars (receipt of which is hereby acknowledged) paid to me by ANADARKO CANADA CORPORATION hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the lands, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15m meters in width across the said lands on or before two years from the date hereof, or should the Grantee not forward to Grantor a plan showing the said right-of-way across the said lands outlined in red thereon, on or before two years from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first; the Grantee shall pay an additional consideration to the Grantor calculated at the rate of one hundred and forty Dollars (\$140.00) per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon. Furthermore, the Grantee shall indemnify and save harmless the Grantor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Grantee, its servants or agents in, under or upon the said lands.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interests in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the lands and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to minerals, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereunto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof, been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 02 day of April, 2003.

SIGNED in the presence of:



SEAN K. O'NEILL - WHITEHEAD



Grantor: WILLIAM HAGEL

Grantor:

Address:
Box 81
Golden Prairie, Saskatchewan S0N 0Y0

ANADARKO CANADA CORPORATION
By its Attorney-in-Fact

Per: _____

Per: _____

Address:
5th Ave. Place, 425 - 1st Street S.W., Box 2595, Station 'M'
Calgary, Alberta T2P 4V4

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached disposition, I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of _____ to the extent necessary to give effect to this Grant of Easement and Right-of-Way Agreement.

Signature of Non-owning Spouse

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, a Notary Public, certify that I have examined _____, the non-owning spouse of _____, the owning spouse, in the attached Grant of Easement and Right-of-Way, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Grant of Easement and Right-of-Way, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, in the Province of Saskatchewan, this _____ day of _____, 2003.

A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN
MY APPOINTMENT EXPIRES: _____

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, WILLIAM HAGEL, of the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Grantor named in the within Grant or Easement and Right-of-Way.
2. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage.
3. I have no spouse.
4. My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signer of this disposition.

SWORN before me at the DISTRICT OF GOLDEN PRAIRIE,
In the Province of Saskatchewan, this 02
day of April, 2003


WILLIAM HAGEL

A COMMISSIONER FOR OATHS IN AND FOR/WITHOUT
THE PROVINCE OF SASKATCHEWAN

SEAN K. O'NEILL - WHITESHEAD

A Commissioner for Oaths in and for
Without the province of Saskatchewan
My Commission Expires Sept. 30, 2006

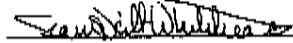
CANADA
PROVINCE OF SASKATCHEWAN
TO WIT

AFFIDAVIT OF EXECUTION

I, SEAN K. O'NEILL - WHITESHEAD, of the CITY OF CALGARY,
In the Province of Alberta, LAND AGENT, MAKE OATH AND SAY:

1. That I was personally present and did see WILLIAM HAGEL, 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 DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said WILLIAM HAGEL, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the CITY OF CALGARY,
in the Province of Alberta, this 4
day of April, 2003


SEAN K. O'NEILL - WHITESHEAD

A Commissioner for Oaths in and for/without the
Province of Saskatchewan

DEBRA LOUISE

* Commissioner for Oaths in and for/without the

Province of Saskatchewan

My Commission Expires August 31, 2003

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

DATED at the _____, in the Province of Saskatchewan, this _____ day of _____, A.D.
2003

Witness

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____, 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 the _____, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the _____,
in the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for/without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

1. THAT I was personally present and did see _____, 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 the CITY OF CALGARY, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____ and he (or she) is, (or 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 _____

)

day of _____, A.D. 2003

)

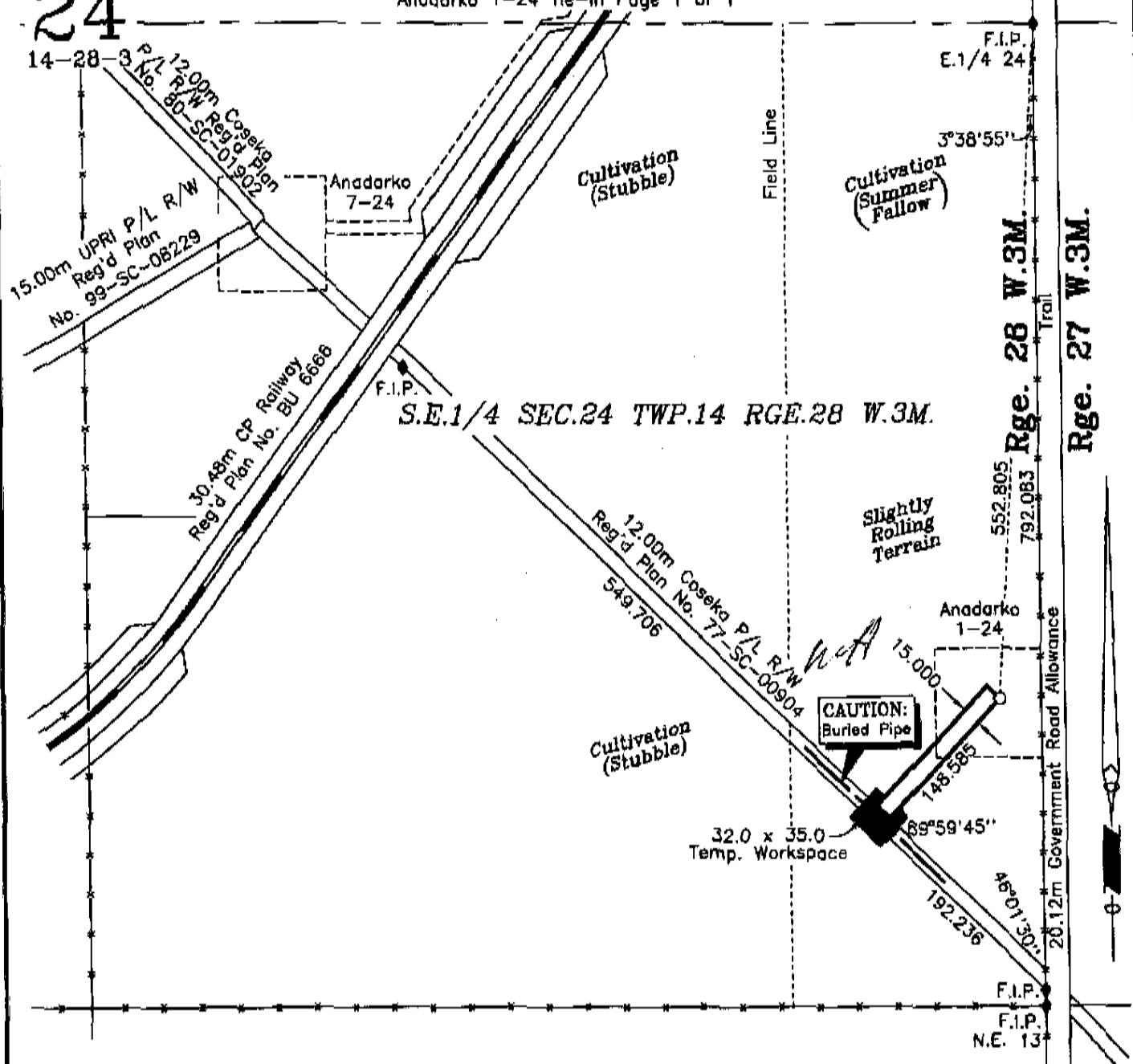
SHANNON SHOMODY

BERYL OSTROM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan

INDIVIDUAL OWNERSHIP PLA

Anadarko 1-24 Tie-In Page 1 of 1

24



Length of R/W: ±137m

SURVEY MONUMENTS FOUND SHOWN THUS: ♦
 SURVEY MONUMENTS PLANTED SHOWN THUS: ○ ●
 DISTANCES ARE IN METRES AND DECIMALS THEREOF.
 PORTIONS REFERRED TO ARE SHOWN THUS: _____

OWNER(S) WILLIAM HAGAL

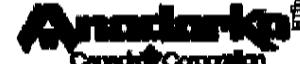
C. of T. 905C00052

AREA REQUIRED :

PIPELINE R/W 0.205 ha./ 0.51 Ac.
TEMP. WORKSPACE 0.097 ha./ 0.24 Ac.

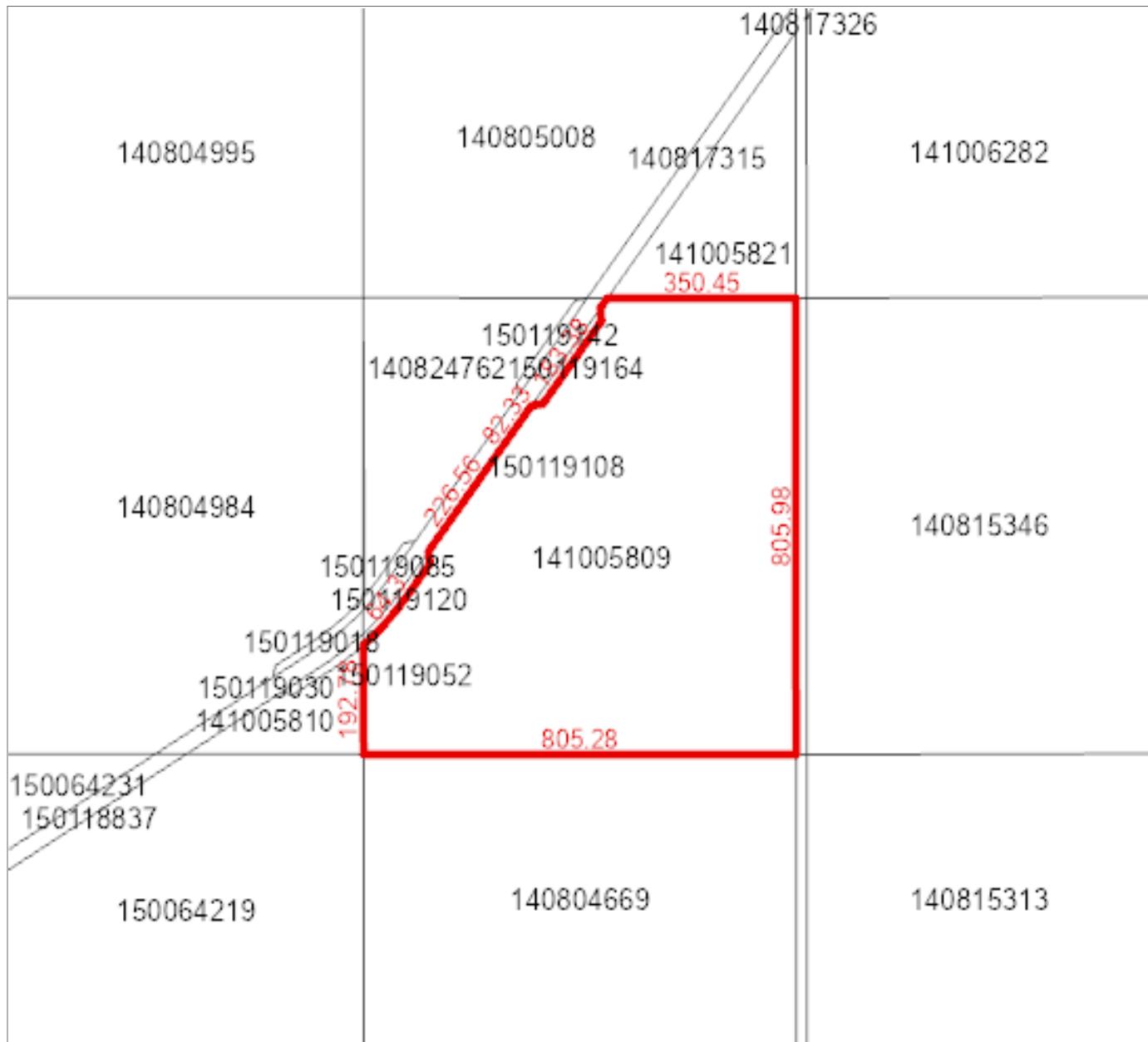
CERTIFIED CORRECT, March 13th, 2003.

SASKATCHEWAN LAND SURVEYOR

REVISION		
No.	Description	Date
1	Amended meridian description	Mar.31/03
 ANADARKO Canada Corporation		
INDIVIDUAL OWNERSHIP PLAN SHOWING Pipeline Right-of-Way IN S.E.1/4 SEC.24 TWP.14 RGE.28 W.3M.		
 McElhanney McElhanney Land Surveys (Alta) Ltd. 450, 888-8th STREET S.W. CALGARY, ALBERTA T2G 4T1 F(403)229-9180		
SCALE : 1:5000 ANADARKO File No.: SE 3357 DATE : Mar. 13/03 FILE No. : 331107790 REVISION : 1 DWG. No. : C7790i10 PH BAI		

Surface Parcel Number: 141005809

REQUEST DATE: Mon Jan 26 11:08:43 GMT-06:00 2026

**Owner Name(s) :** Blakley, Charlene, Hagel, William, Ziebart, Brenda**Municipality :** RM OF ENTERPRISE NO. 142**Area :** 50.484 hectares (124.75 acres)**Title Number(s) :** 152733764**Converted Title Number :** 90SC00052**Parcel Class :** Parcel (Generic)**Ownership Share :** 1:1**Land Description :** SE 24-14-28-3 Ext 2**Source Quarter Section :** SE-24-14-28-3**Commodity/Unit :** Not Applicable

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124300

PID: 2561199



Civic Address:

Legal Location: Qtr SE Sec 24 Tp 14 Rg 28 W 3 Sup 00

Supplementary: EXCEPT: RR
ISC 140824762 (27.45 AC)
ISC 141005809 (124.75 AC)

Title Acres: 152.20

School Division: 211

Neighbourhood: 142-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 15-May-2023

Change Reason: Reinspection

Year / Frozen ID: 2025-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating
108.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98		
		Soil association 2	HR - [HAVERHILL]			
		Soil texture 3	L - [LOAM]			
		Soil texture 4				
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]			
		Top soil depth	3-5			
36.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98		
		Soil association 2	AD - [ARDILL]			
		Soil texture 3	CL - [CLAY LOAM]			
		Soil texture 4				
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]			
		Top soil depth	3-5			

AGRICULTURAL WASTE LAND

Acres	Waste Type
8	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$252,900		1	Other Agricultural	55%	\$139,095				Taxable
Total of Assessed Values:	\$252,900				Total of Taxable/Exempt Values:	\$139,095				

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124300

PID: 2561199