LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0021 404 835	5;5;27;5;SW	251 091 999 +1

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 5 TOWNSHIP 27
SECTION 5
QUARTER SOUTH WEST
AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889
CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 971 315 280 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 091 999	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS ELAINE MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
6982IW .	12/05/1964	UTILITY RIGHT OF WAY GRANTEE - CUSTOM RIGGERS (1988) LTD. 242316 64 STREET WEST FOOTHILLS ALBERTA T1S0R8

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AS TO PORTION OR PLAN:2396JK "9.59 ACRES. DATA UPDATED BY: TRANSFER OF UTRW NO. 901033413" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091330809) (DATA UPDATED BY: CHANGE OF ADDRESS 171199853)
8185JE .	23/04/1965	CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 "DATA UPDATED BY: TRANSFER OF CAVE NO. 881060763" (DATA UPDATED BY: TRANSFER OF CAVEAT 101361840) (DATA UPDATED BY: TRANSFER OF CAVEAT 171286160)
831 178 798	28/09/1983	CAVEAT RE : SEE CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101361882) (DATA UPDATED BY: CHANGE OF ADDRESS 111322759) (DATA UPDATED BY: TRANSFER OF CAVEAT 171284862)
961 055 552	15/03/1996	CAVEAT RE : SURFACE LEASE CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101334694) (DATA UPDATED BY: CHANGE OF ADDRESS 121000504) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285571)
971 194 167	07/07/1997	CAVEAT RE : EASEMENT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		111006394) (DATA UPDATED BY: CHANGE OF ADDRESS 121000885) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285646)
051 067 704	25/02/2005	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC. AS TO PORTION OR PLAN:0413358 TAKES PRIORITY DATE OF CAVEAT 011356449 REGISTERED ON 29 NOVEMBER 2001
091 218 146	28/07/2009	CAVEAT RE : LEASE INTEREST CAVEATOR - TM MOBILE INC. TELUS MOBILITY 1600 CONSILIUM PL, SUITE 1600 SCARBOROUGH ONTARIO M1H3J3
231 205 747	06/07/2023	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 AGENT - LOGAN MURIAS
231 252 920	23/08/2023	CAVEAT RE : LEASE INTEREST UNDER 20 ACRES CAVEATOR - TM MOBILE INC. TELUS 25 YORK STREET TORONTO ONTARIO M5J2V5

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

8185JE .

ORDER NUMBER: 58463052

ADVISORY

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REGN. FEE	5	—
EXTRA REF. CERT.		
EXTRA NEW TITLE		
ABSTRACT	2	—
GEN. CERT.		
CERT. OF CHG.		
ASSOC. FUND		
NEW VALUE		
OLD VALUE		
TOTAL FEES		

CLERK HM DB

CHARGE TO Canadian Fina Oil Limited

2-704-41

8185 J.E.

DATE: April 19, 1965

SW¼ 5-27-5 W2

In Dup 127.H.229

Our File 2-704-41

LAND TITLES OFFICE

127H229 CAL E A APR 22 1965

CANADIAN FINA OIL LIMITED
Eighth Floor,
736 Eighth Avenue S. W.,
CALGARY ALBERTA

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary in the Province of Alberta, at 3:25 o'clock P.M., on the 23 day of April A.D., 1965 as number 8185 Book JE Folio 145

W. Murray Registrar

5A169

ALBERTA

C A V E A T

TO the Registrar of the SOUTH Alberta Land Registration District,
CALGARY, Alberta.

TAKE NOTICE that CANADIAN FINA OIL LIMITED, a body corporate, having its head office at Eighth Floor, 736 Eighth Avenue S. W., Calgary, in the Province of Alberta, claims an interest under and by virtue of a Surface Lease in writing dated the 6th day of April, A.D. 1962.

BETWEEN:

HENRI MENIOLLE de CIZANCOURT of the City of Calgary, in the Province of Alberta, Manager, entitled to become owner by virtue of an Agreement dated October 1, 1956 with MARIE ELIZABETH MENIOLLE de CIZANCOURT, Purchaser under an Agreement for Sale dated May 28, 1956, from FRANCES N. DELBEKE, the registered owner.

(the Lessor)

- and -

THE BRITISH AMERICAN OIL COMPANY LIMITED, a body corporate, having an office at the City of Calgary, in the Province of Alberta.

(the Lessee)

WHEREBY for the CONSIDERATION and subject to the TERMS therein set forth and contained, the Lessor did lease the said lands to The British American Oil Company Limited, as Lessee, for the space of twenty (20) years from the 6th day of April, A.D. 1962, and thereafter for not more than three (3) successive ten (10) year terms so long as drilling or production operations are continued thereon or until the tenancy shall be sooner terminated as provided in said Lease, for use by the Lessee in mining, operating for, and producing oil, gas, casinghead gas, casinghead gasoline and other hydrocarbons and other purposes incidental thereto as set forth in said Lease, which said Lease was consented to by FRANCES N. DELBEKE by a Consent in writing dated the 6th day of April, A.D. 1962, and by MARIE ELIZABETH MENIOLLE de CIZANCOURT by a Consent in writing dated the 6th day of April, A.D. 1962, the said lands being:

SOUTH WEST QUARTER (SW$\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP TWENTY-SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH (5th) MERIDIAN, IN THE PROVINCE OF ALBERTA AS SHOWN ON A TOWNSHIP PLAN APPROVED AT OTTAWA THE 6th day of NOVEMBER, A.D. 1889, CONTAINING 165.05 ACRES MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS WITH FULL POWER TO WORK THE SAME AND FOR THE PURPOSE TO ENTER UPON, USE AND OCCUPY THE SAID LAND OR SO MUCH THEREOF AND TO SUCH EXTENT AS MAY BE NECESSARY FOR THE EFFECTUAL WORKING OF THE SAID MINES AND MINERALS.

By an Assignment dated the 19th day of February, A.D. 1965, The British American Oil Company Limited, assigned and transferred all its right, title, and interest in the said lease to Canadian Fina Oil Limited.

BEING the lands described, set forth and contained in Certificate of Title No. 127 H 229 standing in the register in the name of HENRI MENIOLLE de CIZANCOURT, and it forbids the registration of any person as transferee or owner of any

...2

instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

The Caveator appoints: Canadian Fina Oil Limited,
Eighth Floor,
736 Eighth Avenue S. W.,
Calgary, Alberta

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

DATED this 19th day of April, A.D. 1965.

CANADIAN FINA OIL LIMITED

Per: J. W. Waddell
Its Agent

ALBERTA

A F F I D A V I T

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, JOHN ARTHUR WADDELL, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I am Agent for the above-named Caveator.

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

SWORN before me at the City of Calgary, in the Province of Alberta, this 19th day of April, A.D. 1965.

J. Waddell

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

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

831178798

ORDER NUMBER: 58463052

ADVISORY

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CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, Stan P. Sawatske, of the City of Calgary, in the Province of Alberta, Landman, MAKE OATH AND SAY AS FOLLOWS:

1. I am the agent for the above named Caveator.

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

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 23 day of September, 1983.

Stan P. Sawatske Landman

A Commissioner for Oaths in and for the Province of Alberta

BETTY YUEN
My Appointment
expires January 10, 1985

CAVEAT 831 178798

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District of Calgary at 9 in the Province of Alberta

Sep 28

.....Registrar
A.L.R.D.

C.A.P.L.-1974

ALBERTA SURFACE LEASE

This Indenture of Lease made the _____ day of _____ A.D. 19__

BETWEEN: Robert Hall McDougall

of _____, in the Province of Alberta, _____
(hereinafter called "the Lessor")

- and -

PETRO-CANADA ENTERPRISES INC.

(hereinafter called "the Lessee")

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

The South West Quarter of Section Five (5), Township Twenty-seven (27) Range Five (5) West of the Fifth Meridian as shown on Township Plan approved at Ottawa 6 November 1889 containing 165.05 acres more or less,

Excepting Thereout All Mines and Minerals and the right to work the same.

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

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

NOW THEREFORE THIS INDENTURE WITNESSETH:

THE LESSOR, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of TWENTY FOUR HUNDRED (2400 00) dollars, (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

(i) rental SIXTEEN (1600 00) (dollars)

(ii) compensation for severence, inconvenience, and damage to the demised premises EIGHT HUNDRED (800 00) (dollars)

(b) for each subsequent year the sum of SIXTEEN (1600 00) (dollars) payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

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

1. **Taxes Paid by Lessor:**

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. **Quiet Enjoyment:**

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and Lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. **Renewal:**

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

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

4. **Fencing:**

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

5. **Taxes Payable by Lessee:**

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

6. **Compensation for Damages:**

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. **Review of Rental:**

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) 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 same shall be determined by the arbitration legislation in force.

8. **Surrender:**

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. **Reduction of Acreage:**

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. **Removal of Equipment:**

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

11. **Discharge of Encumbrances:**

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

12. **Assignment by Lessee:**

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

13. **Default:**

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of rental unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same, within thirty (30) days of the receipt of such notice.

14. **Notices:**

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee Seven (7) days after the mailing thereof, postage prepaid.

15. **Addresses:**

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

Lessee Box 935 Cochrane, Alta. T0L 0W0

Lessor P. O. Box 2370, Station "M", Calgary, Alberta T2P 2M6

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

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has 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:

Diane Auvigne

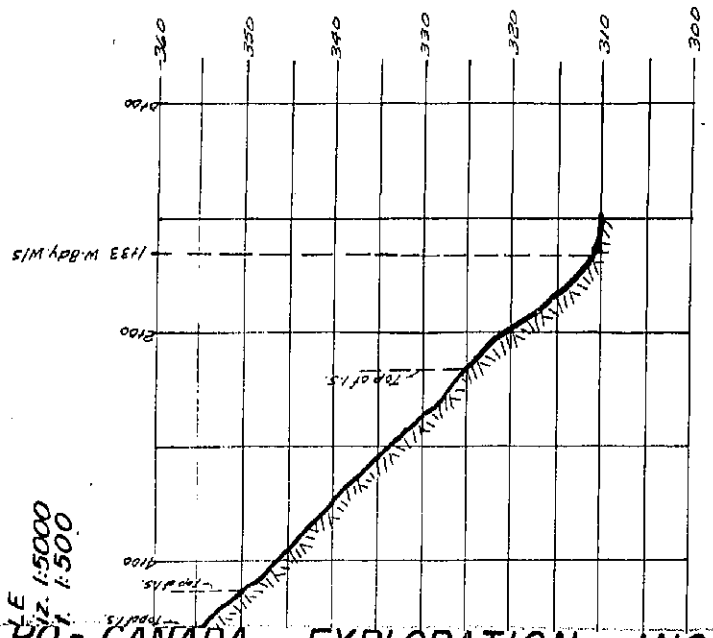
Diane Auvigne
A Commissioner for Oaths in and
for the Province of Alberta.
My Appointment Expires
January 25th, 1985

ROBERT HALL McDOGALL

PETRO-CANADA ENTERPRISES INC.

BY ITS ATTORNEY ANDREW H. HYSLOP

Witness As To Signature
Of Andrew H. Hyslop



HOR. 1:5000
VERT. 1:500

PETRO-CANADA EXPLORATION INC.

Access Road and Borrow Pit

S.W.1/4 Sec. 5 Tp. 27 Rge. 5 W.5 M.

I certify that the survey represented by this plan is correct to the best of my knowledge and was completed on the 27th day of November A.D.,1982.

Roy J. Williams
Alberta Land Surveyor

Linda Beaulieu
Witness

MIDWEST SURVEYS & SERVICES LTD.
Revised: Nov.30, 1982. HW

PETRO-CANADA EXPLORATION INC.

Diane Auvigne

AREAS:

Access Road 1.568 ha. (3.87 ac.)
Borrow Pit 0.045 ha. (0.11 ac.)
Total 1.613 ha. (3.98 ac.)

SCALE- 1:5000
Survey monuments found shown thus: ●
Survey monuments planted shown thus: ○
Portions referred to outlined
Distances are in metres and decimals

MIDWEST SURVEYS

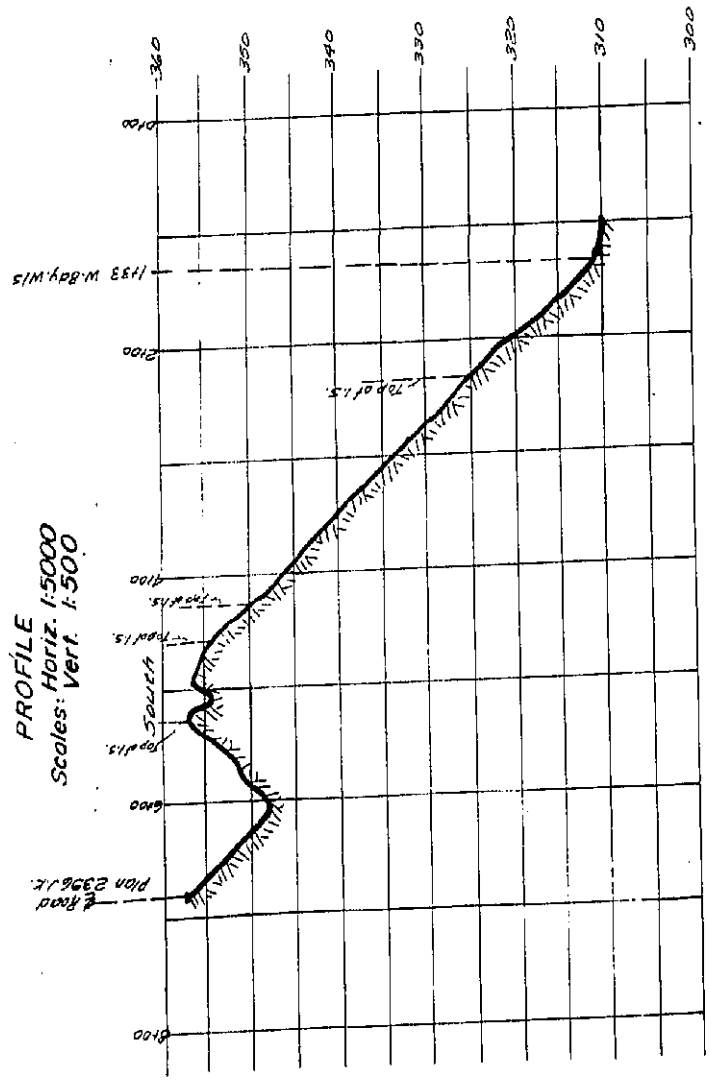
C·603·82·1

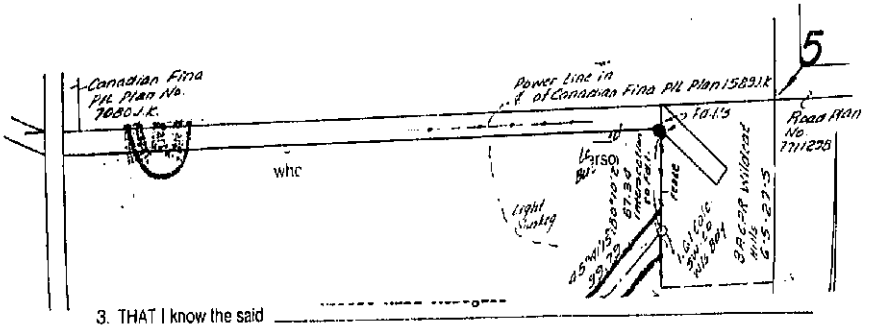
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 1st
day of DECEMBER A.D. 19 82

Diane Auvigne

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



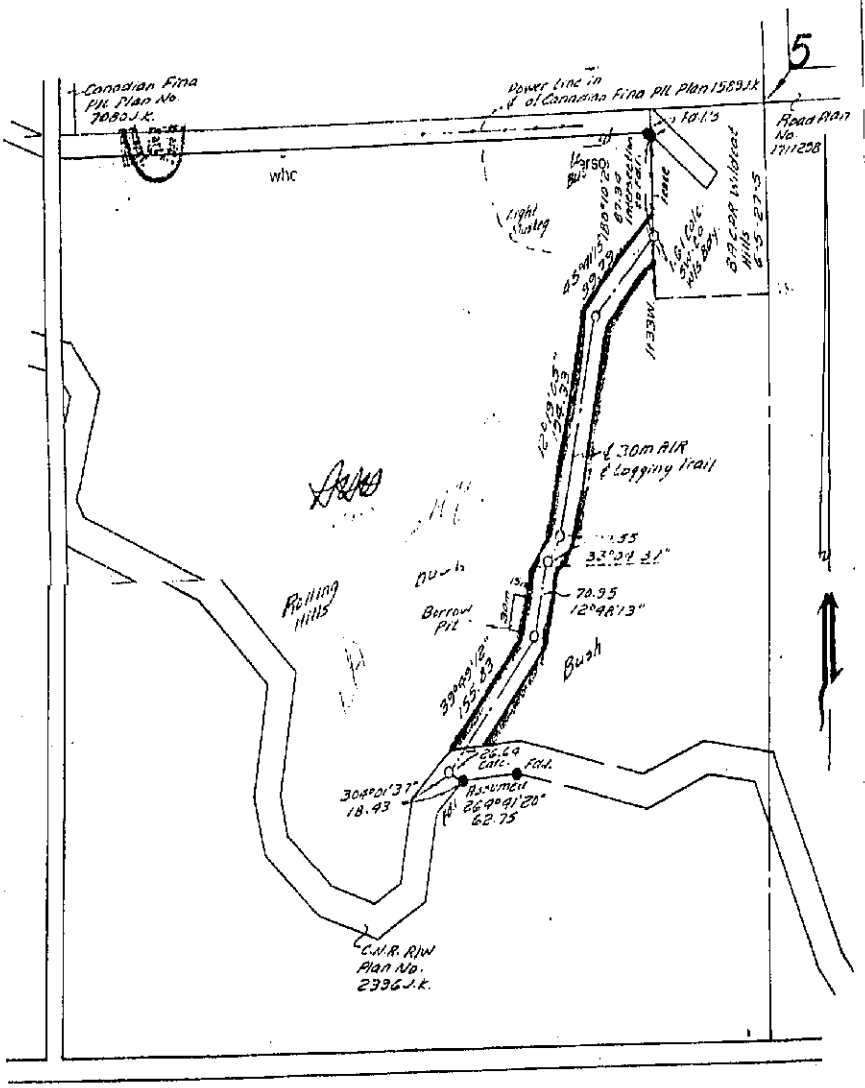


3. THAT I know the said _____
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 15
day of DECEMBER A.D. 19 82

Diane Auvigne

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



PETRO-CANADA EXPLORATION INC.

Access Road and Borrow Pit

S.W.1/4 Sec. 5 Tp. 27 Rge. 5 W.5 M.

I certify that the survey represented by this plan is correct to the best of my knowledge and was completed on the 27th day of November A.D., 1982.

Alberta Land Surveyor

Witness

MIDWEST SURVEYS & SERVICES LTD.

Revised: Nov. 30, 1982. HM

PETRO-CANADA EXPLORATION INC.

AREAS:

Access Road 1.568 ha. (3.87 ac.)
Borrow Pit 0.045 ha. (0.11 ac.)
Total 1.613 ha. (3.98 ac.)

SCALE- 1:5000
Survey monuments found shown thus: ●
Survey monuments planted shown thus: ○
Portions referred to outlined
Distances are in metres and decimals

MIDWEST SURVEYS

C·603·82·1

DOWER CONSENT OF SPOUSE

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

_____

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

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

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

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

CANADA
PROVINCE OF ALBERTA
TO WIT:

DOWER AFFIDAVIT

I, ROBERT HALL McDOUGALL of CochRANE in the Province of Alberta, RANCHER (occupation), make oath and say:

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

OR

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

SWORN before me at Cochrane
in the Province of Alberta, this _____
day of December A.D. 19 82

Robert Hall McDougall

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

Diane Auvigne
A Commissioner for Oaths in and
for the Province of Alberta.
My Appointment Expires
February 25th, 1985

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Diane Auvigne of Calgary
in the Province of Alberta Landman, make oath and say:

1. THAT I was personally present and did see Robert Hall McDougall 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 Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Robert Hall McDougall and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 1st
day of DECEMBER A.D. 19 82

Diane Auvigne

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

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
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____ named in the within instrument, who is (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 _____, 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 _____
in the Province of Alberta, this _____
day of _____ A.D. 19____. _____

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

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

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

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

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

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

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

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

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

C A N A D A)
PROVINCE OF ALBERTA)
TO WIT:

I, Rita Matheson, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see ANDREW H. HYSLOP, Attorney for Petro-Canada Enterprises Inc. named in the within Instrument, who is personally known to me to be the Attorney for Petro-Canada Enterprises Inc. named therein, duly sign, seal and execute for the purpose 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 ANDREW H. HYSLOP and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary in the Province of)
Alberta, this 21 day of September)
1983.)

Rita Matheson
Rita Matheson

A Commissioner for Oaths in and
for the Province of Alberta
RONALD N. ROBART

My Appointment expires 23 day of
May, A. D. 1986.

and proceedings relating hereto may be served.

DATED THIS 23rd DAY OF September, A.D. 1983.

PETRO-CANADA INC.

by
Stan P. Sawatske Landman

Our File No. 18108

CAVEAT FORBIDDING REGISTRATION

"THE LAND TITLES ACT"

C A N A D A)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

TO: THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that PETRO-CANADA INC., a body corporate, registered to carry on business in the province of Alberta, having an office at the City of Calgary, in the province of Alberta, claims an estate or interest in and to the under mentioned lands under and by virtue of a certain instrument dated the 1st day of December A.D. 1982 between:

Robert Hall McDogall

and Petro-Canada Enterprises Inc. (now known as Petro-Canada Inc.)

a copy of which instrument is attached hereto marked Exhibit "A" (3.98 ac 1.613 ha Access Road & Borrow Pit) and by this reference incorporated herein; which said undermentioned lands are situated in the Province of Alberta and described as follows:

The South West Quarter of Section Five (5) in Township Twenty Seven (27) Range Five (5) West of the Fifth Meridian as shown on the Township Plan Approved at Ottawa 6th November 1889, containing One Hundred and Sixty Five and Five Hundredths (165.05) Acres more or less.

Excepting thereout all mines and minerals and the right to work the same.

as more particularly described in Certificate of Title Number 127 H 229 standing in the register in the name of Henri Meniolle De Cizancourt and PETRO-CANADA INC. forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument or Certificate of Title be expressed to be subject to its claim and appoint Box 2844, Calgary, Alberta, T2P 3E3, as the place at which notices and proceedings relating hereto may be served.

DATED THIS 23rd DAY OF September, A.D. 1983.

PETRO-CANADA INC.

by

Stan P. Sawatske Landman

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

961055552

ORDER NUMBER: 58463052

ADVISORY

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File: 29217

CAVEAT FORBIDDING REGISTRATION
LAND TITLES ACT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that PETRO-CANADA, a body corporate, registered to carry on business in the Province of Alberta, having an office at the City of Calgary, in the Province of Alberta, claims an estate of interest in and to the undermentioned lands under and by virtue of an **ALBERTA SURFACE LEASE** dated the 3rd day of FEBRUARY, 1996, between:

ROBERT HALL MCDOUGALL

and

PETRO-CANADA

a copy of which instrument is attached hereto marked Exhibit "A" and by this reference incorporated herein; which said undermentioned lands are situated in the Province of Alberta and described as follows:

THE SOUTH WEST QUARTER OF SECTION FIVE (5), TOWNSHIP TWENTY SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH MERIDIAN AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER, 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

as more particularly described in Certificate of Title Number 127H229 standing in the registered names of Henri Meniolle de Cizancourt.

PETRO-CANADA forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate or interest, unless such instrument or certificate of title be expressed to be subject to its claim and appoints: Petro-Canada, Box 2844, Calgary, Alberta, T2P 3E3, Attention: Surface Rights Department, as the place at which notices and proceedings relating hereto may be served.

DATED this 11th day of MARCH, 1996.

PETRO-CANADA

A Cassell
By Its Agent

FORM 27
LAND TITLES ACT
(Section 131)
AFFIDAVIT IN SUPPORT OF CAVEAT

I, AILEEN CASSELL, MAKE OATH AND SAY (or SOLEMNLY DECLARE) AS FOLLOWS:

1. I am the within caveator (or agent for the caveator).

2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN BEFORE ME at the City of Calgary in the Province of Alberta this 11th day of MARCH, 1996.)

A Cassell

A Commissioner for Oaths in and for the Province of Alberta

CHRISTINE DOMBROSKI
My Appointment expires August 28, 19 96

C.A.P.L. - 1974 File: 29217

ALBERTA SURFACE LEASE

This Indenture of Lease made the 8 day of February, 1996.

BETWEEN:

ROBERT HALL MCDOUGALL,
of Cochrane, in the Province of Alberta,
(hereinafter called "the Lessor")

- and -

PETRO-CANADA, a body corporate,
having an office in the City of Calgary,
in the Province of Alberta
(hereinafter called "the Lessee")

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

THE SOUTH WEST QUARTER OF SECTION FIVE (5), TOWNSHIP TWENTY SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH MERIDIAN AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER, 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

as more particularly described in Certificate of Title No. 127H229.
(hereinafter referred to as "the said lands"); and

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

NOW THEREFORE THIS INDENTURE WITNESSETH:

THE LESSOR, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of FIFTEEN THOUSAND AND FORTY ($15,040.00) dollars. (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

(i) rental ONE THOUSAND NINE HUNDRED NINETY ($1,990.00) dollars;

(ii) compensation for severance, inconvenience, and damage to the demised premises THIRTEEN THOUSAND AND FIFTY ($13,050.00) dollars;

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED NINETY ($1,990.00) dollars;

payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

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

1. **Taxes Paid by Lessor:**

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. **Quiet Enjoyment:**

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. **Renewal:**

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

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

4. **Fencing:**

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

5. **Taxes Payable by Lessee:**

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

Payment of initial compensation for this lease is subject to Lessee's obtaining a well licence for this location.

6. **Compensation for Damages:**

To pay compensation for damage done by its servants, agents or assigns which, without restricting the generality thereof, shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

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

7. **Review of Rental:**

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) 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 same shall be determined by the arbitration legislation in force.

8. **Surrender:**

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. **Reduction of Acreage:**

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. **Removal of Equipment:**

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

11. **Discharge of Encumbrances:**

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

12. **Assignment by Lessee:**

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

13. **Default:**

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of rental unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same, within thirty (30) days of the receipt of such notice.

14. **Notices:**

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee Seven (7) days after the mailing thereof, postage prepaid.

15. **Addresses:**

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

Lessee: **P.O. Box 2844, Calgary, Alberta., T2P 3E3, Attention: Surface Land**

Lessor: **Box 928, Cochrane, Alberta T0L 0W0**

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

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has 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:

_____

_____
ROBERT HALL MCDOUGALL

PETRO-CANADA

_____

_____
By Its Attorney SUSAN CRUSE

AFFIDAVIT OF ATTESTATION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Ameeta Cordell, 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 Susan D. Cruse, Attorney for Petro-Canada named in the within Instrument, who is personally known to me to be the Attorney of Petro-Canada, named therein, duly sign and execute the same for the purpose 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 same Susan D. Cruse, and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 16th day of FEBRUARY, 1996) A Cordell

Susan Rayer

A Commissioner for Oaths in
and for the Province of Alberta

SUSAN RAYER
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires January 29, 1998

DOWER CONSENT OF SPOUSE

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

_____

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he):
   - (a) is aware of the nature of the disposition;
   - (b) is aware that the Dower Act, 1970, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   - (c) consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, 1970, to the extent necessary to give effect to the said disposition; and
   - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____, in the Province of Alberta, this _____ day of _____, 19____.

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

DOWER AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Robert Hall McDougall, of Cochrane, in the Province of Alberta, Rancher, MAKE OATH AND SAY THAT:

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

OR

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

SWORN BEFORE ME)
at Cochrane)
in the Province of Alberta, this 8)
day of February, 19 96.)
)
)
Susan Cruse)

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

Robert Hall McDougall

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Susan Cruse, of the City of Calgary, in the Province of Alberta, Land Agent, MAKE OATH AND SAY THAT:

1. I was personally present and did see Robert Hall McDougall named in the within instrument, who is personally known to me to be the persons named therein duly sign, seal and execute the same for the purposes named therein.
2. The same was executed near Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said Robert Hall McDougall and he is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME)
at the City of Calgary,)
in the Province of Alberta, this 26)
day of February, 19 96.)
)
)
Janet Harren)

Commissioner for Oaths in and for the
Province of Alberta

JANET HARREN
A Commissioner for Oaths
within the Province of Alberta
Expiry Date Dec 24 1996

Susan Cruse

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

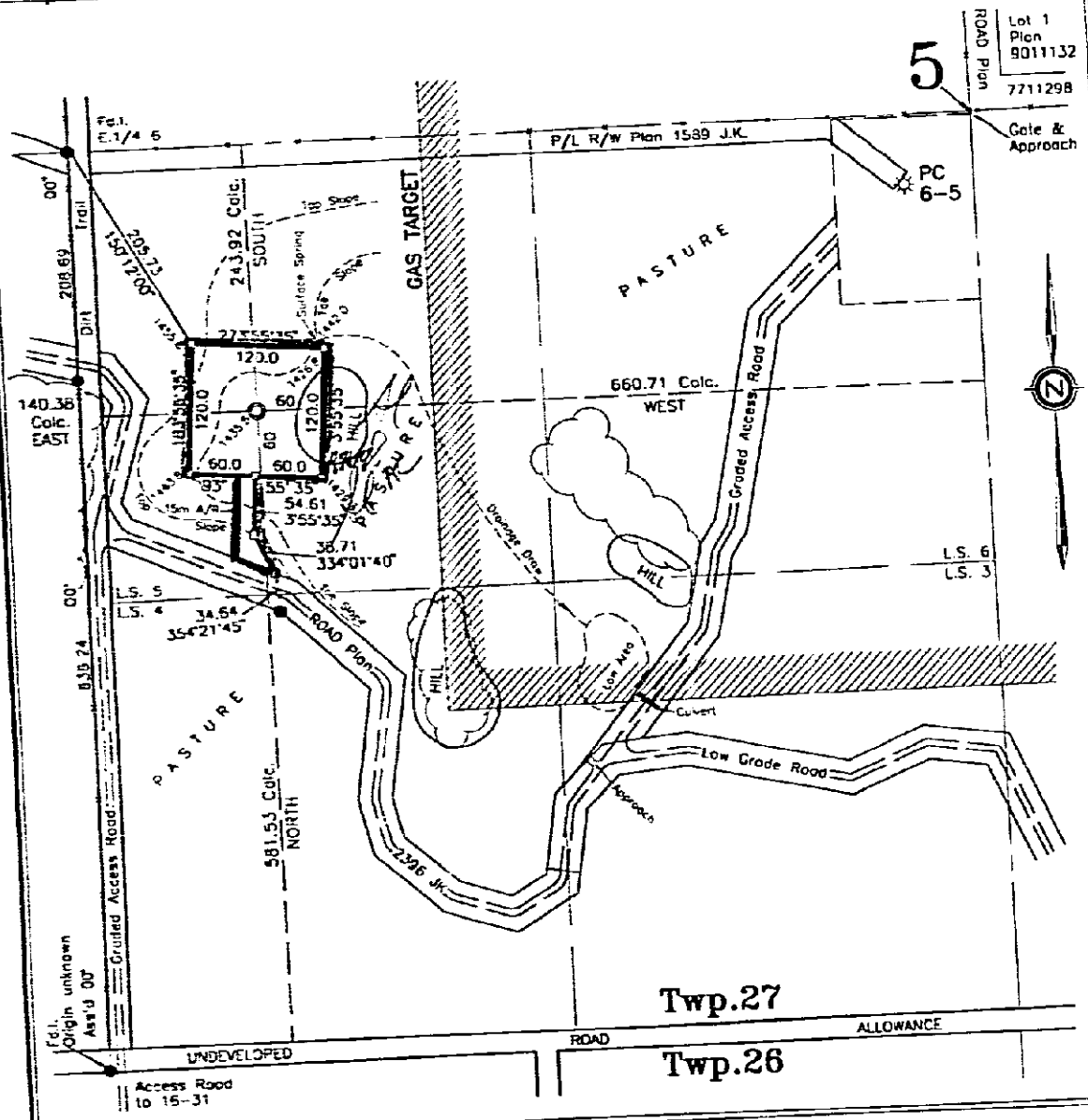
I, (We) _____
of _____ in the Province of _____ having an interest in the within lands by virtue of an Agreement of Instrument dated the _____ day of _____ A.D. 19_____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be fully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



Plan showing survey of Well Site

PC WILDCAT HILLS 5-5-27-5

within

S.W.1/4 Sec.5, Twp.27, Rge.5, W.5M.

100 50 0 100 200 300 400 500 Metres

Scale: 1:5,000

WELL to nearest RESIDENCE is: 0.8km EAST
WELL to nearest URBAN CENTRE is: not within 5.0km
WELL to nearest AIRPORT is: not within 5.0km
No surface improvements within 200m of well other than indicated.
Well is a minimum of 100m from any significant body of water.
Well is a minimum 40m from any surveyed road.
The well is outside any potential coal development area.
Survey marks found shown thus: ● Portions refered to shown thus: —
Survey marks planted shown thus: O (20 cm. iron spikes)
Survey marks planted shown thus: □ (wooden hubs)
Distances are in metres.

SURFACE CO-ORDINATES:

581.53 m NORTH of SOUTH Bdy. } Sec. 5
140.38 m EAST of WEST Bdy. }

Latitude: 51°16'33.98" Longitude: 114°40'41.26"

ELEVATION: 1435.5 = Ground @ Well
N.E. Cor.= 1426.8 S.E. Cor.= 1429.3
N.W. Cor.= 1455.8 S.W. Cor.= 1443.8
DATUM: ASCM # 213124 in 31-26-5-5

AREA:		HECTARES	ACRES
	Well Site	1.440	3.56
	Access Road	0.145	0.36
	TOTAL	1.585	3.92

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 3rd day of February, 1996

A.L.S. _____
Member of THE ALBERTA LAND SURVEYORS ASSOCIATION

Witness _____

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P187
GEOTREK LAND SURVEY LTD.

GeoTrek LAND SURVEY LTD
2912 Dowwood Dr. S.W. Calgary, 238-4002

FILE \0-17888.dwg REVISED:

OPERATOR: PETRO-CANADA

PETRO-CANADA

961055552 REGISTERED 1996 03 15
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 6359438 ADR/DPREPON
LINC/S: 0021404835

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

091218146

ORDER NUMBER: 58463052

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July 28/09
OK BL

CAVEAT
LAND TITLES ACT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **TM MOBILE INC.** claims an interest pursuant to a Access Agreement (the "Lease Agreement") in writing dated the 30th of January, 2004, between **DORIS ELAINE McDOUGALL** as Lessor and **TM MOBILE INC.,** as Lessee, for a term of FIVE (5) years commencing on the 1st day of May, 2009 on the terms and conditions set out in the Lease Agreement, under which the Lessor granted and leased the Lessee the right to access and use the hereinafter described lands for the purpose of the ingress and egress to a telecommunications site , more particularly described in the Lease Agreement on the lands described as follows:

MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 5 QUARTER SOUTH WEST

AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

lease

standing in the register in the name of **DORIS ELAINE McDOUGALL** And the Caveator forbids the registration of any person(s) as transferee or owner of, or of any instruments affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to the Caveator's claim.

We designate the following address as the place at which notices and proceedings relating hereto may be served:

TELUS Mobility
1600 Consilium Place Suite 1600
SCARBOROUGH, Ontario
M1H 3J3

DATED at the City of Toronto, in the Province of Ontario, this 8th day of July. 2009,

TM MOBILE INC.

Kevin Hickman

KEVIN HICKMAN
Agent for the Caveator

AFFIDAVIT IN SUPPORT OF CAVEAT

I, KEVIN HICKMAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the within named agent for the Caveator.

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

SWORN before me at the City of Toronto , in the Province of Ontario, this 8th day of July 2009

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ONTARIO

KEVIN HICKMAN

Gregory D.R. Porter
Barrister and Solicitor
Notary Public
200 Consilium Place Suite 1600
SCARBOROUGH, ONTARIO
M1H 3J3

091218146

091218146 REGISTERED 2009 07 28
CAVE - CAVEAT
DOC 1 OF 2 DRR#: C054058 ADR/CMACMILL
LINC/S: 0021404835

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

231252920

ORDER NUMBER: 58463052

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LE20

AB1126 Access

CAVEAT
LAND TITLES ACT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **TM Mobile Inc.**, a body corporate having an office in the Province of Alberta claims interest pursuant to a Access Agreement under 20 Acres (the "Agreement") in writing dated the 23rd of February , 2023, between **DORIS McDOUGALL as** Grantor and **TM Mobile Inc.**, as (TELUS) , for a term of **FIVE (5) YEARS** commencing on the 1ST day of May , 2024 with the right to renew for THREE (3) additional terms of FIVE (5) years on the terms and conditions set out in the Access Agreement, under which the Grantor granted the right to access and use the hereinafter described lands for the purpose of the ingress and egress to a telecommunications site , more particularly described in Schedule "A", of the Agreement on the lands described as follows:

Title: 971 315 280 +1

MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 5 QUARTER SOUTH WEST AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

standing in the register in the name of **DORIS ELAINE McDOUGALL** And the Caveator forbids the registration of any person(s) as transferee or owner of, or of any instruments affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to the Caveator's claim.

We designate the following address as the place at which notices and proceedings relating hereto may be served:

TELUS
25 York Street TORONTO, Ontario M5J 2V5

DATED at the City of Toronto, in the Province of Ontario, this 3rd day of April 2023,

TM Mobile Inc.

KEVIN HICKMAN
Agent for the Caveator



Caveator seal

AFFIDAVIT IN SUPPORT OF CAVEAT

I, KEVIN HICKMAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the within named agent for the Caveator.

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

SWORN before me at the City of Toronto, in the Province of Ontario, this 7th day of July 2023

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ONTARIO

Renato Didone
Barrister and Solicitor
Notary Public
25 York Street
TORONTO, ONTARIO
M5J 2V5

KEVIN HICKMAN



231252920 REGISTERED 2023 08 23
CAVE - CAVEAT
DOC 1 OF 5 DRR#: E007KDG ADR/CALSHI
LINC/S: 0021404835

Alberta Forestry and Parks

GRAZING LEASE

DISPOSITION NUMBER: GRL33499

EFFECTIVE DATE: January 01, 2026

EXPIRY DATE: December 31, 2035

TERM: 10 years

PROVINCE OF ALBERTA

This grazing lease, made under the authority of
the *Public Lands Act,* R.S.A. 2000, c. P-40, as amended, and its regulations,
is held by the following Lessee(s):

Holder	Client ID
DORIS ELAINE MCDOUGALL	**8046992-001**

The Lessee(s) may apply for renewal of this grazing lease in accordance with the legislation.

Pursuant to the *Public Lands Act,* R.S.A. 2000, c. P-40 and its regulations, the Director issues to the Lessee this disposition, a grazing lease, which is issued subject to the attached definitions, terms and conditions.

Designated Director under the Act

The public land referenced in this disposition may be subject to other regulatory authorizations. See Crown Land Data (Crownlanddatasupport@gov.ab.ca) for further information.

The *Public Lands Act*, the *Public Lands Administration Regulation* and other regulations applicable to the disposition can be viewed at http://www.qp.alberta.ca/Laws_Online.cfm

Definitions

1 All definitions in the *Public Lands Act*, RSA 2000, c P-40, and regulations apply except where expressly stated in this Disposition.

2 In this Disposition,

"Act" means the *Public Lands Act*, RSA 2000, c. P-40 and its regulations; as amended, or repealed and replaced from time to time;

"Activity" means the Stewardship and use of the Lands for the active grazing of livestock owned by the Lessee and includes the construction, operation, use and reclamation associated with this use;

"Department" means the Department administered by the Minister responsible for this Act;

"Director" means the "director" duly designated under the Act;

"Disposition" means this grazing lease, issued pursuant to the Act, which includes this document in its entirety, including all recitals and appendices;

"Effective Date" means the date referred to as such on the first page of this Disposition;

"Expiry Date" means the date referred to as such on the first page of this Disposition;

"Lands" means that portion of public lands identified in the approved sketch which forms part of this Disposition;

"Lessee" means the person, organization or entity identified as the holder on the first page of this Disposition;

“Province” means His Majesty the King in right of Alberta;

“Stewardship” means the active, adaptive management of the Lands, supported by the appropriate approved infrastructure, grazing disturbance and capacity of the land to ensure effective water, nutrient, and energy cycles driving a functioning rangeland ecosystem.

“Term" means the period of time commencing on the Effective Date and ending on the Expiry Date unless otherwise changed in accordance with the Act, subject to any dates specified in writing by the Department to the Lessee, which dates limit the Term in each calendar year.

Recitals

THIS INDENTURE made

BETWEEN: The Province, as represented here by the Department of Forestry and Parks, by the Director duly designated under the Public Lands Act

AND: the Lessee(s) as identified on the first page of this document.

WHEREAS the lands hereinafter are described are 'Public Lands' within the meaning of the Public Lands Act
and

WHEREAS the lessee has made application for a lease of the lands here by demised and the director has granted such application.

NOW THEREFORE THIS INDENTURE WITNESSETH, THAT In consideration of the rents covenants and agreements hereinafter reserved and contained and on the part of the Lessee to be paid, kept, observed and performed, the Province by these presents doth demise and lease unto the lessee, as tenant all that certain parcel or tract of land situated in the Province of Alberta, and being more particularly described in the attached sketch.

EXCEPTING AND RESERVING unto the Province any and all reservations and exceptions required to be made pursuant to the *Public Lands Act*.

TO HAVE AND TO HOLD the said lands unto the Lessee, subject to the rents, hereby reserved and the agreements, conditions, covenants, exceptions, stipulations and reservations herein contained for the said term.

RENEWABLE for a further term as provided for in the *Public Lands Act*, YIELDING AND PAYING therefore yearly and every year during the said term unto the Province the clear yearly rent of lawful money of Canada as determined in accordance with the *Public Lands Act*, such yearly rent to be paid to the Department at Edmonton, or to such person and at such place as the Department may authorize in writing to receive the same, in advance of the first day of April in each year, the first annual payment to be made on or before the execution and delivery of these presents.

AND the Lessee doth hereby covenant and agree with the Province as follows, namely:

Terms and Conditions

1) That the Lessee will at all times during the subsistence of the term hereby created, perform, observe and comply with all the provisions, obligations and requirements which the Lessee is required to perform, observe and comply with by the *Public Lands Act* or by any act hereafter enacted for the amendment thereof or in substitution therefore by any regulations made under the authority of any such Act as aforesaid and the terms, conditions and provisions of all such Acts and regulations shall be deemed to form part of this lease, which shall be read and construed as if the same had been set out and incorporated herein.

2) That the Lessee shall and will, well and truly yield and pay or cause to be yielded and paid to the Department at Edmonton, or other person duly authorized by the Department in that behalf, the fees, rents, charges, security and other amounts payable as prescribed or calculated in accordance with the Act and any applicable Ministerial Order as amended or replaced from time to time.

3) The Lessee is hereby notified that:

a) The Lessee must pay as they become due and payable any tax, rate, or other assessment that is assessed and charged against the Lessee, including but not limited to property taxes and local improvement charges, with respect to the municipality in which the Lands are located.

b) The Lessee remains liable for amounts charged or accrued in accordance with clause 3(a) including under overholding tenancy, up to the date that this disposition has been cancelled, surrendered, abandoned or terminated.

4) That no waiver on behalf of the Province of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding unless the same be expressed in writing under the authority of the Director, and any waiver so expressed shall not limit or affect the Province's rights with respect to any other or future breach.

5) That this lease shall be so construed as to enure to the benefit of the Lessee as is entitled or permitted to benefit thereunder pursuant to the *Public Lands Act* and to no other persons.

6) The Lessee must only enter, occupy and use the Lands for the Activity.

7) That the Lessee must have prior written approval to conduct any activity not specifically authorized in the terms of the disposition including but not limited to: clearing new fencelines, erecting any structures, or carry out any range improvements or modifications to the land related to this disposition.

8) The Lessee must submit accurate reports of yearly livestock utilization of the land in the approved stock return form.

9) That the Lessee must manage the Lands under disposition in accordance with any approved range improvement, management plan, signed agreement or other written direction by the Department.

10) The Lessee must not mortgage, assign, transfer, or sublet the land contained in the Disposition, in whole or in part, without the written consent of the Director.

11) The Lessee must pay all costs charged by the appropriate service provider or the Department with respect to the supply and consumption of any utility service and the disposal of garbage.

12) The Lessee must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to the Activity.

13) The Lands and any authorized buildings, structures, equipment and improvements erected on the Lands must only be used by the Lessee for the Activity as authorized by this Disposition.

14) The Lessee must not enter, or permit livestock to enter, the designated area of any research or sample plot or any Range Reference Area Site established on the Lands unless authorized in writing in advance by the Department.

15) The Lessee must not affix new fencing to standing trees unless authorized in writing by the Department.

16) The Lessee must not conduct any supplemental feeding (excluding salt and minerals), provide bedding or set up a calving area on the Lands unless:

a) authorized in an approved management plan;
b) authorized in writing in advance by the Department; or
c) necessary for animal welfare in emergency circumstances.

The Lessee must notify the Department in writing within 7 calendar days of any measures taken as a result of (c).

17) The Lessee must not conduct aerial pesticide spraying unless authorized in writing in advance by the Department.

18) That all clay, silt, sand, gravel, topsoil, subsoil, and peat (surface materials) on the said land are expressly excepted from this disposition.

19) That the Province, its employees, agents and contractors shall have the right to enter upon the said lands with departmental approval, without compensation to the Lessee, to explore for surface materials.

20) The Lessee must allow access to persons conducting wildlife or wildlife habitat studies and surveys on behalf of the Province, its agencies, or the federal government or its agencies.

21) The Lessee must:

a) allow persons holding timber authorizations access to the Lands for the purpose of removing timber or other related timber activities; and

b) follow the Operating Standards - Grazing & Timber Integration, as specified in the *Grazing and Timber Integration Manual*, 2011 as amended or replaced.

22) The Lessee is hereby notified that:

a) the Department, or other regulatory bodies, may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;

b) the Province will retain revenue payable to the Province from such additional dispositions; and

c) the Lessee is not entitled to any reduction in its fees, rents, charges or other amounts payable to the Province solely on the basis that additional dispositions relating to the Lands have been issued.

Nothing in this condition is intended to modify compensation or requirement for consent the Lessee may be entitled to under the *Public Lands Act or Surface Rights Act*.

23) The Lessee shall be responsible for damage caused by its Activity, including damage caused by its Activity to improvements or to the Lands where other uses have been authorized. Without first obtaining the prior written consent of the Department, which may be arbitrarily withheld, the Lessee must not:

a) permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or

b) register, cause or allow to be registered, or permit to remain registered, any caveat or encumbrance against the title or non-patent sheet to the Lands.

24) The Department may consider the Lessee to have abandoned this Disposition if:

a) a creditor lawfully seizes any of the Lessee’s property on the Land; or

b) the Lessee is adjudged bankrupt or makes a general assignment for the benefit of creditors.

25) If this Disposition is cancelled, surrendered, or abandoned the Director may cancel any dispositions or authorizations associated with the Disposition.

26) The Lessee indemnifies and holds harmless the Province, the Department, its employees, and agents, against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

a) the Lessee’s breach of this Disposition, or

b) any actions or omissions, negligence, other tortious act, or willful misconduct of the Lessee, or of those for whom the Lessee is legally responsible, in relation to the exercise of the rights, powers, privileges or the performance of obligations under this Disposition.

27) The Lessee is not entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Department, regardless of the cause or reason therefore, on account of:

a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;

b) the relocation of improvements or any loss or damage resulting from flooding or water management activities;

c) the relocation of improvements or any loss or damage resulting from wildfire or wildfire management activities;

d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent or contiguous property; or

e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same must be made with reasonable expedition.

28) The Lessee must at all times during the Term, at its own expense and without limiting the Lessee's liabilities, insure its Activity conducted on the Land as follows:

a) general liability in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury and property damage; and

b) automobile liability on all vehicles owned or licensed in the name of the Lessee and used on or taken onto the Lands or used in carrying out the Activity authorized under this Disposition in an amount not less than $2,000,000.

29) The Lessee must, on the request of the Department, promptly provide the Department evidence of all required insurance in the form of a detailed certificate of insurance acceptable to the Department.

30) The Lessee must have the insurance policy in Condition 28(a) endorsed to provide the Department with at least 30 days advance written notice of cancellation.

31) The Lessee must maintain current contact information with the Department.

32) The Lessee accepts the Lands on an "as is" basis.

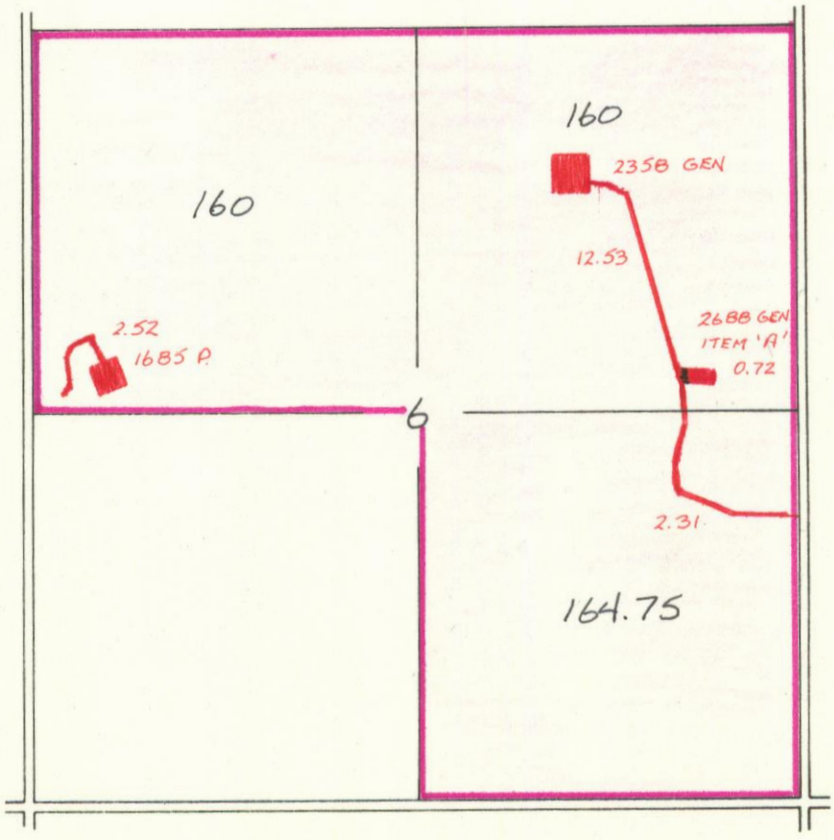
33) The conditions of this Disposition are severable. Should any term or condition of the Disposition be found invalid or not enforceable, the remaining terms of the Disposition remain in full force and effect.

34) The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as is necessary to construct works including but not limited to banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

SKETCH OF SECTION 6

TOWNSHIP No 27 RANGE 5 WEST OF 5 MERIDIAN

SCALE: 20 CHAINS TO AN INCH



RENEWAL AREA = 466.67 ACRES

Plan #: 5866 SK.
Version: 1901-01-01
File: GRL-33499

TECHNICAL SERVICES | SKT | M.F.

DOCUMENTATION SECTION
ALBERTA ENERGY AND NATURAL RESOURCES

GRL 033499

Prepared By J.H. Date 3/12/85

Disposition Number: GRL33499

Contact Information:

Note: The preferred contact is shown in bold typeface

Name:

Phone #1:

Phone #2:

Phone #3:

FAX:

Email:

Leaseholder Conditions as Approved by the Minister:

* Please contact 5 days before accessing lease.
* No motorized vehicles allowed.
* Camping by permission only.

Additional Access Conditions Approved by the Minister:

* As per LSO Order, a total of 3 recreational users will be allowed on the lease on a daily basis.

Regulatory Conditions of Recreational Access:

Under section 9 of the Recreational Access Regulation, recreational users must:

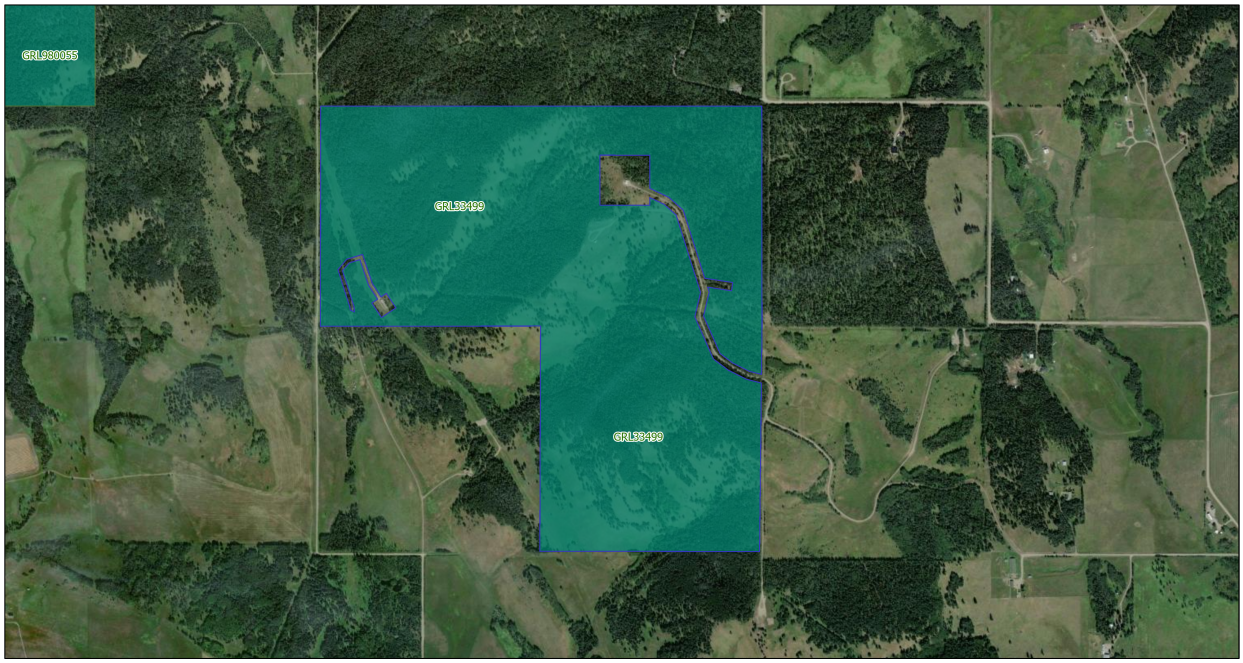
* not litter on the agricultural disposition land
* not bring an animal onto the agricultural disposition land, or allow an animal to enter or remain on the agricultural disposition land unless the animal is under the direct control of the person
* not park a vehicle within the boundaries of the agricultural disposition land or block an approach to the land without the consent of the agricultural disposition holder
* not set, light or maintain a fire on the agricultural disposition land without the consent of the agricultural disposition holder
* not enter or use any building or improvement on the agricultural disposition land without the consent of the agricultural disposition holder
* not cause any damage to the agricultural disposition land or the property of the agricultural disposition holder
* leave gates and other property on the agricultural disposition land in the same condition and state that they were in before the recreational use
* advise the agricultural disposition holder or the agricultural disposition holder's contact person designated under section 4 of any damage to property or other matters of concern that arose as a result of the activity of the recreational user while on the land
* comply with an applicable recreational management plan, if any
* comply with the terms and conditions, if any, imposed by the agricultural disposition holder and approved by the Minister, Local Settlement Officer or Director

Under section 5 of the Recreational Access Regulation:
When requested, recreational users must provide the following information to the lease contact:

* the number of people wishing to access the land, and their names and vehicle license plate number
* the name of a contact person and the means by which they can be contacted; and
* the recreational purpose, proposed date, time and duration of access, and location.

In the event of a dispute, the onus is on the person wishing to gain access to prove that the requirements above have been complied with. It is an offence under the Recreational Access Regulation to access the agricultural public land without following any contact requirements or conditions of access listed above. Violator may be prosecuted. Please note that recreational access conditions and contact information are subject to change. Please ensure that you plan ahead and contact the leaseholder prior to accessing an agricultural lease.

Map Results of Region (high-lighted)



August 25, 2026

1:18,056

0 0.13 0.25 0.5 mi
0 0.23 0.45 0.9 km

Alberta Environment and Parks Alberta Data Partnerships, Earthstar Geographics

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Map Results of Region (high-lighted).
(c)2023 Government of Alberta



This preview image uses the first feature discovered in the 'Recreational Access Grazing Boundary Boundary' layer.

When this feature map definition is used in a report, not all feature maps will look exactly the same as the preview shown.