

STATUS OF TITLE

Title Number **3145193/2**
Title Status **Accepted**
Client File **S0816**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

RUSSELL GORDON HUTCHISON

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **96412/2**
Instrument Status: **Accepted**

Registration Date: 1953-08-27
From/By: THE CALIFORNIA STANDARD CO
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
83-9006/2	Assignment Of Caveat	Accepted
1150589/2	Assignment Of Caveat	Accepted
1338315/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **R1492/2**
Instrument Status: **Accepted**

Registration Date: 1958-04-11
From/By: TRANS-PRAIRIE PIPELINE LTD.
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **R32974/2**
Instrument Status: **Accepted**

Registration Date: 1963-09-24
From/By: THE CAL STAND CO
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
83-11709/2	Assignment Of Caveat	Accepted
1150600/2	Assignment Of Caveat	Accepted
1336592/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **R34323/2**
Instrument Status: **Accepted**

Registration Date: 1963-12-02
From/By: THE CAL STAND CO
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
84-2934/2	Assignment Of Caveat	Accepted
1150589/2	Assignment Of Caveat	Accepted
1336593/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **R60224/2**
Instrument Status: **Accepted**

Registration Date: 1967-07-18
From/By: CHEVRON STANDARD LIMITED
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
84-360/2	Assignment Of Caveat	Accepted
1150589/2	Assignment Of Caveat	Accepted
1338316/2	Assignment Of Caveat	Accepted

Instrument Type: **Assignment Of Caveat**
Registration Number: **83-9006/2**
Instrument Status: **Accepted**

Registration Date: 1983-10-11
From/By:
To: CHEVRON CANADA RESOURCES LIMITED

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **83-11709/2**
Instrument Status: **Accepted**

Registration Date: 1983-12-29
From/By:
To: CHEVRON CANADA RESOURCES LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **84-360/2**
Instrument Status: **Accepted**

Registration Date: 1984-01-13
From/By:
To: CHEVRON CANADA RESOURCES LIMITED

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **84-2934/2**
Instrument Status: **Accepted**

Registration Date: 1984-04-12
From/By:
To: CHEVRON CANADA RESOURCES LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **85-1922/2**
Instrument Status: **Accepted**

Registration Date: 1985-03-11
From/By: CHEVRON CANADA RESOURCES LIMITED
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1150582/2	Assignment Of Caveat	Accepted
1334789/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **85-6696/2**
Instrument Status: **Accepted**

Registration Date: 1985-06-27
From/By: CHEVRON CANADA RESOURCES LIMITED
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1150582/2	Assignment Of Caveat	Accepted
1334797/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **87-7746/2**
Instrument Status: **Accepted**

Registration Date: 1987-07-06
From/By: CHEVRON CANADA RESOURCES LIMITED
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1150589/2	Assignment Of Caveat	Accepted
1338295/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1144577/2**
Instrument Status: **Accepted**

Registration Date: 2004-04-28
From/By: CHEVRON CANADA LIMITED
To: KATHY HARVEY AS AGENT

Amount:
Notes: No notes
Description: RIGHT-OF-WAY AGRT DATED 11 SEPTEMBER 2003

Instrument Type: **Assignment Of Caveat**
Registration Number: **1150582/2**
Instrument Status: **Accepted**

Registration Date: 2004-08-27
From/By: CHEVRON CANADA LIMITED
To: ENERPLUS ECT RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1150589/2**
Instrument Status: **Accepted**

Registration Date: 2004-08-27
From/By: CHEVRON CANADA LIMITED
To: ENERPLUS ECT RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1150600/2**
Instrument Status: **Accepted**

Registration Date: 2004-08-30
From/By: CHEVRON CANADA LIMITED
To: ENERPLUS ECT RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1284456/2**
Instrument Status: **Accepted**

Registration Date: 2011-03-23
From/By: ENERPLUS CORPORATION
To: CANDACE MOHR AS AGENT

Amount:
Notes: No notes
Description: EASEMENT AGREEMENT DATED 14 SEPT 2010

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334795/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1297160/2**
Instrument Status: **Accepted**

Registration Date: 2011-10-04
From/By: ENERPLUS CORPORATION
To: CANDACE MOHR AS AGENT

Amount:
Notes: No notes
Description: EASEMENT AGRT DATED JUNE 13 2011

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334792/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1297166/2**
Instrument Status: **Accepted**

Registration Date: 2011-10-04
From/By: ENERPLUS CORPORATION
To: CANDACE MOHR AS AGENT

Amount:
Notes: No notes
Description: EASEMENT AGRT DATED JUNE 13 2011

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334793/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1303979/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-12
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE AUG. 15, 2007; 21 YR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334790/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1303980/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-12
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE AUG. 15, 2007; 21 YR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334796/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1303981/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-12
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE AUG. 15, 2007; 21 YR TERM

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334789/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD,

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334790/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334792/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334793/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334795/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334796/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334797/2**
Instrument Status: **Accepted**

Registration Date: 2013-04-15
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1336592/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-06
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1336593/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-06
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338295/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-28
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338315/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-28
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338316/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-28
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1421965/2**
Instrument Status: **Accepted**

Registration Date: 2017-09-29
From/By: COREX RESOURCES LTD.
To: PRAIRIE LAND & INVESTMENT SERVICES LTD., AS AGENT

Amount:
Notes: No notes
Description: SURFACE LEASE - EXPIRY: 2059-09-11

Instrument Type: **Caveat**
Registration Number: **1434968/2**
Instrument Status: **Accepted**

Registration Date: 2018-08-14
From/By: COREX RESOURCES LTD.
To: PRAIRIE LAND & INVESTMENT SERVICES LTD. AS AGENT

Amount:
Notes: No notes
Description: SURFACE LEASE - EXPIRES 2060/07/26

Instrument Type: **Easement**
Registration Number: **1446324/2**
Instrument Status: **Accepted**

Registration Date: 2019-06-07
From/By: Russell Gordon Hutchison & Jane Kay Hutchison
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

Instrument Type: **Easement**
Registration Number: **1446739/2**
Instrument Status: **Accepted**

Registration Date: 2019-06-17
From/By: Russell Gordon Hutchison & Jane Kay Hutchison
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

Instrument Type: **Easement**
Registration Number: **1455837/2**
Instrument Status: **Accepted**

Registration Date: 2020-02-07
From/By: Russell Gordon Hutchison and Jay Kay Hutchinson
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

Instrument Type: **Easement**
Registration Number: **1455982/2**
Instrument Status: **Accepted**

Registration Date: 2020-02-13
From/By: Russell Gordon Hutchison and Jane Kay Hutchison
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

Instrument Type: **Easement**
Registration Number: **1505779/2**
Instrument Status: **Accepted**

Registration Date: 2023-12-05
From/By: RUSSELL GORDON HUTCHISON
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

Instrument Type: **Easement**
Registration Number: **1506950/2**
Instrument Status: **Accepted**

Registration Date: 2024-01-09
From/By: Russell Gordon Hutchison
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement Right of Way

3. ADDRESSES FOR SERVICE

RUSSELL GORDON HUTCHISON
BOX 8
VIRDEN MB
R0M 2C0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT
Brandon
6. DUPLICATE TITLE INFORMATION
Duplicate not produced
7. FROM TITLE NUMBERS
2964515/2 All
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS
No real property application or grant information
9. ORIGINATING INSTRUMENTS
Instrument Type: Transfer Of Land
Registration Number: 1476955/2
Registration Date: 2021-09-01
From/By: Russell Gordon Hutchison & Jane Kay Hutchison
To: Russell Gordon Hutchison
Consideration: \$1.00
10. LAND INDEX
NW 13-11-26W
EX ALL M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 3145193/2

The Real Property Act

SCHEDULE K

3. EDWIN HENRY BENNEST

of the City of Winnipeg, in the Province of Manitoba, Barrister-at-Law, make oath and say as follows:

1. I am the duly authorized attorney of the within-named caveator, The California Standard Company.

2. I believe that the within-named 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.

3. The allegations in the within caveat are true in substance and in fact, as I verily believe.

Sworn before me at the City of Winnipeg, in

the Province of Manitoba, this 26th

day of August

1953
A.D. 1953

W. H. Benneist
A Barrister-at-Law Entitled to Practice in
the Province of Manitoba.

Dated August 26th, 1953

THE CALIFORNIA STANDARD
COMPANY OF ILLINOIS
LAND TITLES
BRANDON, MAN.
DAVID GORDON HUTCHISON

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

C. of T. No. 66274

V4150

MICRO-FILMED

Lease No.

PITBLADO, HOSKIN & CO.
BARRISTERS, ETC.

WINNIPEG - MANITOBA

No. 83-9006
Assignment of Caveat No. 96912, 1953
Filed 11 Oct
TO: Churon Land Services Limited.

No. 96912
By: *Edwin Henry Benneist*
Caveat
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 27 Aug 1953
at 10:05 a.m. and a memo of
thereof endorsed on Cert. of 15
No. 66274: V4150.

Edwin Henry Benneist
District Registrar
all as in
note 66274
Part as in
note V4150

96912

4.00
4.50
4.50

96.

The Real Property Act

To the District Registrar of the Land Titles District of BRANDON.

Take Notice that we, THE CALIFORNIA STANDARD COMPANY,
an

claim a ~~leasehold~~ estate or interest in an estate in fee simple in possession in the undermentioned land by

virtue of a written petroleum and natural gas lease and agreement dated the 15th day of August, 1953, made by David Gordon Hutchison, of the Rural Municipality of Wallace, in the Province of Manitoba, farmer

as lessor, to us, as lessee, ~~said petroleum and natural gas lease and agreement~~ *said petroleum and natural gas lease and agreement being particularly described in the*
The lands covered by the said petroleum and natural gas lease and agreement being described as follows:

The North West Quarter of Section Thirteen
in Township Eleven and Range Twenty-six, West
of the Principal Meridian in Manitoba; subject
to the reservations contained in the Crown
Lands Act.

Under the judgment of the Honourable Chief Justice of the Court of Queen's Bench of Manitoba in the case of Wardle v. The Manitoba Farm Loans Association and the Government of Manitoba, delivered on the 10th day of August, 1953, it was held in a case where the title to the surface and minerals was similar to the title in this case that under Chapter 15, Statutes of Manitoba 1937, both the surface and the mines and minerals which had been acquired by The Crown in the right of Manitoba were re-vested in The Manitoba Farm Loans Association, and that on the transfer to a purchaser by The Manitoba Farm Loans Association the purchaser acquired both surface and minerals notwithstanding the fact that there might still be an outstanding certificate in The Crown, Manitoba, purporting to cover the minerals.

Following this judgment we have acquired the above lease and agreement.

The above lands standing in the register as to the surface thereof in the names of David Gordon Hutchison, and as to the minerals, standing in the name of Her Majesty The Queen in the Right of the Province of Manitoba,

708 ~~standing in the Register in the name of~~

and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument is expressed to be subject to our claim.

We appoint the office of Pitblado, Hoskin and Company, Barristers, etc., 900 Hamilton Building, Main Street, Winnipeg, Canada, as the place at which notices and proceedings relating hereto may be served.

Dated this 26th day of August

1953.
A.D. 15th *708*

Signed in the presence of

W. Simble

THE CALIFORNIA STANDARD COMPANY

Per: *E. D. Bennett*
Its Duly Authorized Attorney.

The Real Property Act

J. Stewart M. Elder *k
 of the Town of Virden
 in the Province of Manitoba, Office Manager,
 make oath and say as follows:

1. I am the Representative of the within named Caveator.
2. I believe that it 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.
3. The allegations in the within Caveat are true in substance and in fact.*

†for mortgage
or encumbrance

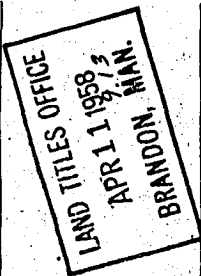
*and if the de-
ponent has not
personal know-
ledge of the
facts and "as I
verily believe."

Sworn before me at the Town
 of Virden
 in the Province of Manitoba,
 this 10th day of FEBRUARY
 A.D. 1958

J. Stewart M. Elder
 Post Master, Virden, Manitoba.

A. Commissioner For Oaths.....
 in and for the Province of Manitoba.
 My Commission Expires with Office.

The Real Property Act



Caveat Forbidding
Registration

Official Stamp

CERT. OF TITLE No. 66374

MICRO-FILMED

50

No. R. 1472	Caveat
By <i>Dr. J. M. Elder</i>	
I certify that this instrument was	
FILED in the Brandon Land	
Titles Office on 11th Feb. 1958	
at 9:13 a.m. and a memorial	
thereof entered on Cert. of Title	
No. 66374	
<i>J. Stewart M. Elder</i>	
District Registrar	

Post- and more
Virden

The Real Property Act

To the District Registrar for the Land Titles District of **BRANDON**

Take Notice that **TRANS-PRAIRIE PIPELINES, LTD.**

claim an equitable estate or interest in an estate in fee simple in possession in the undermentioned

land by virtue of a Grant of Right of User dated the 30th of January, 1958, and made by David Gordon Hutchison of the Rural Municipality of Wallace, in the Province of Manitoba, Farmer, whereby the said David Gordon Hutchison did grant and transfer unto Trans-Prairie Pipelines, Ltd. the licence, liberty, privilege and right to use a portion of the undermentioned lands being a right of way thirty (30) feet in width as shown coloured in pink on a plan of the lands registered in the Land Titles Office for the Land Titles District of Brandon as Plan No. 879, for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation, and handling, of petroleum or petroleum products, or water or natural gas produced incidental to the production thereof, through or by means thereof, together with the right of ingress and egress for all purposes incidental to the grant, all upon the terms and conditions set out in said Grant of Right of User, copy of which is attached hereto and forms part hereof, the said lands beings:

The Northe West Quarter (NW $\frac{1}{4}$) of section Thirteen (13) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in the Province of Manitoba, excepting thereout a One-half ($\frac{1}{2}$) interest in mines and minerals as set forth in Transfer 119941 and 121606,

standing in the Register in the

name of David Gordon Hutchison

and it forbids the

registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

It appoints the office of the Company P. O. Box 597, Virden, Manitoba, as the place at which notices and proceedings relating hereto may be served.

Dated this 10th day of FEBRUARY one thousand nine hundred and fifty-eight.

Signed in the presence of

TRANS-PRAIRIE PIPELINES, LTD.

Per:

S. M. Elder
S. M. ELDER.

The Address of the Registered Owner is:

Post Office of Virden, Manitoba.

879-3

TRANS-PRAIRIE PIPELINES, LTD.
NAME OF COMPANY

PROVINCE OF MANITOBA
GRANT OF RIGHT OF USER
(THE PIPE LINE ACT - 1954)

I (~~WAS~~) DAVID GORDON HUTCHISON
of the R. M. of Wallace in the Province of Manitoba (Occupation) Farmer
~~XXXX~~ XXXX
~~XXXX~~ XXXX

~~in the Province of Manitoba (Occupation)~~
being the registered owner (X) [and the person(s) entitled to be registered as owner (X)] of an estate in fee simple, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten (or endorsed hereon) in all that land described as follows:

The North West Quarter (NW $\frac{1}{4}$) of Section Thirteen (13) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in the Province of Manitoba, excepting thereout a One-half ($\frac{1}{2}$) interest in mines and minerals as set forth in Transfer 119941 and 121606,

~~XXXX~~ XXXX
~~XXXX~~ XXXX
~~XXXX~~ XXXX
~~XXXX~~ XXXX
~~XXXX~~ XXXX

~~XXXX~~ XXXX
~~XXXX~~ XXXX
~~XXXX~~ XXXX
the person (or persons) above named being hereinafter called the "grantor", in consideration of the sum of Seventy-three and 85/100 dollars (\$ - - - 73.85 - - -) paid to me (or), the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by TRANS-PRAIRIE PIPELINES, LTD. (hereinafter called "the grantee");

DO HEREBY GRANT and transfer unto and to the grantee the licence, liberty, privilege, and right, to use that portion of those lands, being a right-of-way Thirty feet in width as shown outlined in Pink on a plan of the lands registered in the land titles office for the Land Titles District of Brandon as Plan No. 879

for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation, and handling, of petroleum or petroleum products, or water or natural gas produced incidental to the production thereof, through or by means thereof, together with the right of ingress and egress for all purposes incidental to the grant, as and from the 15th day of January, A.D. 1958, and for so long thereafter as the grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the grantor and the grantee:

FIRST: The grantee shall compensate the grantor for damage done to any crops, fences, timber, and livestock on the right-of-way by reason of the exercise of the rights hereinbefore granted.

SECOND: The grantee shall fully compensate the grantor for loss suffered by reason of damage to persons or property arising by reason of, or out of, the existence, ownership, operation, maintenance, or use, of the pipe line.

THIRD: The grantee will indemnify and save harmless the grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the pipeline.

FOURTH: The grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the lands.

FIFTH: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the grantee.

SIXTH: The grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the licence, liberty, privilege, and right, hereby granted without hindrance, molestation, or interruption, on the part of the grantor or of any person, firm or corporation claiming by, through, under or in trust for, the grantor.

(Here add any additional covenants that may be agreed upon between the parties.)

SEVENTH: All notices to be given hereunder may be given by registered letter addressed to the grantee at

P. O. Box 597, Virden, Manitoba.

and to the grantor at Post Office of Virden, Manitoba.

or such other address as the grantor and the grantee may respectively from time to time appoint in writing; and any such notice shall be deemed to be given to, and received by, the addressee seven days after the mailing thereof, postage prepaid.

EIGHTH: This right of user is, and shall be of the same force and effect to all intents and purposes as, a covenant running with the land, and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns, of the grantor and the grantee respectively; and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF the grantor and grantee have executed and delivered this right of user this 30th day of January, A.D. 1958.

SIGNED, in the presence of:

[Signature]

[Signature]



TRANS. PRATRIE PIPELINES, LTD.

NAME OF COMPANY

[Signature]

PRESIDENT

[Signature]

SECRETARY-TREASURER

SUBJECT TO:

Caveat 96412.
Request 118325.
Transfer 119941, 121606.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT

I, Stewart M. Elder
of the Town of Virden, in the Province of Manitoba
Office Manager, make oath and say:

1. That I was personally present and did see David Gordon Hutchison named in the within instrument, (and duplicate thereof), who is ~~(a)~~ personally known to me to be the person ~~(X)~~ named therein, duly sign, seal and execute the same for the purposes named therein.

2. That the same was executed at.....the Rural Municipality of Wallace,.....
in the Province of.....Manitoba....., and that I am a subscribing witness thereto.

3. That I know the said.....David Gordon Hutchison.....and he (~~under~~ is
~~to be~~~~known~~, in my belief, of the full age of twenty-one years.

SWORN before me at the

.....Town.....of.....Virden.....

in the Province of...Manitoba

this 10th day of February

A.D. 19 58

1

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

My commission expires with Office

DOWER AFFIDAVIT

CANADA
PROVINCE OF MANITOBA
TO WIT

I, ~~James~~ David Gordon Hutchison
of the R. M. of Wallace, in the Province of Manitoba,
severally make oath and say:

1. I am ~~Foraker~~ the Grantor ~~ON~~ named in the Instrument within written and I say:

~~XXXXXXXXXXXXXXXXXXXX~~

OR

(b) That the woman (~~man~~) who consents as wife (~~husband~~) to the Instrument within written is the wife (~~husband~~) of me..... (one of) the Grantor(s).

OR

[illegible]

OR

(one of the contributors to the collection).....one of the donors;

OR

(e) That no part of the land referred to in the instrument within written is or ever has been the homestead of any one of the Grantors within the meaning of "The Dower Act."

SEVERALLY SWORN before me at the

R. M. of Wallace

In the Province of.....Manitoba.....

this 30th day of January

AD 19 58 *Ed*

En Loda

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

My commission expires July 10, 1958

CONSENT

I, Ernie M. Hutchison
 the wife (~~husband~~) of David Gordon Hutchison the Grantor named in the
 within instrument, hereby consent to the making of the same by him ~~and~~ and to the disposition made
 by him ~~and~~ thereby of an interest in the lands and premises mentioned therein.

DATED this 30th day of January A.D. 1958

~~WATSON & CO. PRINTERS & BOOKBINDERS~~

Ernie M. Hutchison
 Signature of Wife (~~husband~~)

CERTIFICATE OF ACKNOWLEDGEMENT BY WIFE

The above consent was acknowledged before me by Ernie M. Hutchison
 wife of David Gordon Hutchison apart from her husband, to have been voluntarily
 executed by her of her own free will and accord and without any compulsion on the part of her husband.
 She has further acknowledged that she is aware of the nature and effect of the same.

DATED at the R. M. of Wallace in the Province of Manitoba, this
30th day of January A.D. 1958

Em. E. E. E.
 A Commissioner for Oaths
 in and for the Province of Manitoba.

AFFIDAVIT OF EXECUTION (DOWER)

My Commission Expires July 10, 1958

CANADA
 PROVINCE OF
 TO WIT

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

1. That I was personally present and did see _____ husband
 of _____ execute his consent to the within instrument.
2. That I know the said _____ and that he is in my belief
 of the full age of twenty-one years.
3. That the said consent was executed at _____ in the Province of _____
 and that I am the subscribing witness thereto.

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

A Commissioner for Oaths in and for the Province of Manitoba.
 My commission expires _____

The Real Property Act

PROVINCE OF MANITOBA
TO WIT:

I, *Oscar Samuel Alsaker*

of the City of Winnipeg, in the Province of Manitoba, Barrister-at-Law, make oath and say as follows:

1. I am the duly authorized attorney of the within-named caveator, The California Standard Company.
2. I believe that the within-named 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.
3. The allegations in the within caveat are true in substance and in fact, as I verily believe

Sworn before me at the City of Winnipeg, in

the Province of Manitoba, this

23rd

O. Alsaker

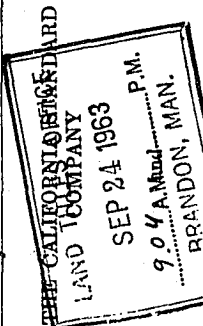
day of September

A.D. 1963

Leon J. Neff
A Commissioner for Oaths in and for the Province of Manitoba.

My Commission expires March 25, 1964

Dated September 23rd 1963



DAVID GORDON HUTCHISON

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

8889

C. of T. No. 66274

MICRO-FILMED

Lease No. 22,450

PITBLADO, HOSKIN & COMPANY
BARRISTERS AND SOLICITORS
800 HAMILTON BUILDING
385 MAIN STREET
WINNIPEG 2, MANITOBA

NO. 83-11709
ASSIGNMENT OF CAVEAT NO. R.32974
FILED 29 Dec 1963
TO: CHEVRON CANADA RESOURCES LIMITED

Winnipeg, Man.

No. R.32974 Caveat
By *The California Standard Company*
I certify that this instrument was
FILED in the Brandon Land
Titles Office on *23rd Sept 1963*
at *9:00 A.M.* and a memorial
thereof endorsed on Cert. of Title
No. *8889-66274*
Leon J. Neff
District Registrar

The Real Property Act

To the District Registrar for the Land Titles District of BRANDON

Take Notice that we, THE CALIFORNIA STANDARD COMPANY,

claim an estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement for a right-of-way and/or easement bearing date the 17th day of June, 1963, made by David Gordon Hutchison, of the Town of Virden, in the Province of Manitoba, Farmer, and us, The California Standard Company, a duplicate original of which agreement is hereunto annexed and made a part hereof;

The said lands being described as follows:

PARCEL ONE: The North West Quarter of Section Thirteen, in Township Eleven and Range Twenty-six, West of the Principal Meridian, in Manitoba, EXCEPTING THEREOUT:

standing in the Register in the name of **the said DAVID GORDON HUTCHISON**

and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument is expressed to be subject to our claim.

We appoint the office of Pitblado, Hoskin and Company, Barristers, etc., 900 Hamilton Building, Main Street, Winnipeg, Canada, as the place at which notices and proceedings relating hereto may be served.

Dated this 23rd day of **September,** A.D. 196 **3**

Signed in the presence of

Leona J. McLean

THE CALIFORNIA STANDARD COMPANY

Per: *W. A. A. A. A.*

Its Duly Authorized Attorney.

Box 263,
The address of the registered owner is: Virden, Manitoba.

This is Exhibit "A" attached
to and forming part of an
Acknowledgement and Authorization

Dated the 17th day of June A.D. 1963

SCHEDULE A

THE PIPE LINE ACT

GRANT OF RIGHT OF USER

I (we) DAVID GORDON HUTCHISON of the Town of Virden
in the Province of Manitoba, Farmer (occupation)

~~of the~~ ~~of~~ ~~in the Province of Manitoba,~~
(occupation), being the registered owner ~~(as owner or person)~~

~~entitled to be registered as owner (s)~~ of an estate in fee simple, subject,
however, to such encumbrances, liens, and interests, as are notified by memo-
randum underwritten (or endorsed hereon) in all that land described as follows:

12-9-74
The Northwest Quarter of Section Thirteen, in Township
Eleven and Range Twenty Six, West of the Principal
Meridian, in Manitoba.
The South West Quarter of Section Thirteen, Township Eleven
Range Twenty Six, West of the Principal Meridian, in Manitoba

(And we ~~of the~~ of ~~of~~
in the Province of Manitoba, ~~(above named)~~ (if such is the
(occupation)
case), and ~~of the~~ of
in the Province of Manitoba, ~~the vendor and purchaser,~~
(occupation)

12-9-74
~~respectively, under an agreement for sale of the land above described,~~
the person (of all of the persons) above named being hereinafter called the
"grantor", in consideration of the sum of Ninety-two Dollars & Five Cents ~~dollars~~
(\$ 92.05) paid to me (us), the receipt whereof is hereby acknowledged,
and in consideration of the covenants and conditions hereinafter mentioned to be
kept and performed by The California Standard Company (hereinafter called "the
grantee");

12-9-74
DO HEREBY GRANT and transfer unto and to the grantee the licence, liberty,
privilege, and right, to use that portion of those lands, being a right-of-way
~~forty (40)~~ feet in width as shown outlined in ~~red~~
on a plan of the lands registered in the land titles office for
the Land Titles District of Brandon as Plan No. 1140

12-9-74
, for the laying down, construction, operation, maintenance,
inspection, removal, replacement, reconstruction and repair of a pipe line or
lines, together with all such stations, structures, drips, valves, fittings,
meters and other equipment and appurtenances as may be necessary or convenient
in connection therewith, for the carriage, conveyance, transportation, and
handling, of petroleum or petroleum products, or water or natural gas produced
incidental to the production thereof, through or by means thereof, together with
the right of ingress and egress for all purposes incidental to the grant, as and
from the 17th day of June, A.D. 1963, and for
so long thereafter as the grantee may desire to exercise the rights and privileges
hereby given, on the following terms and conditions which are hereby mutually cov-
enant and agreed to by and between the grantor and the grantee:

First: The grantee shall compensate the grantor for damage
done to any crops, fences, timber, and livestock on the right-
of-way by reason of the exercise of the rights hereinbefore
granted.

Second: The grantee shall fully compensate the grantor for
loss suffered by reason of damage to persons or property
arising by reason of, or out of, the existence, ownership,
operation, maintenance, or use, of the pipe line.

Third: The grantee will indemnify and save harmless the grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the pipe line.

Fourth: The grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the lands.

Fifth: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the grantee.

Sixth: The grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the licence, liberty, privilege, and right, hereby granted without hindrance, molestation, or interruption, on the part of the grantor or of any person, firm or corporation claiming by, through, under or in trust for, the grantor.

Seventh: All notices to be given hereunder may be given by registered letter addressed to the grantee at The California Standard Company, Medical Arts Building, Calgary, Alberta, and to the grantor at Box 263, Urden, 174H, or such other address as the grantor and the grantee may respectively from time to time appoint in writing; and any such notice shall be deemed to be given to, and received by, the addressee seven days after the mailing thereof, postage prepaid.

Eighth: This right of user is, and shall be of the same force and effect to all intents and purposes as, a covenant running with the land, and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns, of the grantor and the grantee respectively; and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF the grantor and grantee have executed and delivered this right of user this 17th day of June A.D. 1963.

SIGNED,

in the presence of:

[Signature]
[Signature]
[Signature]

David Gordon Hutchison
THE CALIFORNIA STANDARD COMPANY
H. A. Nicholson
VICE-PRESIDENT
E. Laurence
ASSISTANT SECRETARY

CONSENT BY WIFE OR HUSBAND

I, EUNICE MARY E. HUTCHISON (~~husband~~) (wife) of DAVID GORDON HUTCHISON the Grantor named in the Instrument(s) above or within written, hereby consent to the making of same by (him) (~~her~~).

Dated this 19th day of June A.D. 1963.

Witness: _____ Signature: Eunice Mary E. Hutchison

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by EUNICE MARY E. HUTCHISON wife of DAVID GORDON HUTCHISON apart from her husband, to have been voluntarily executed by her of her own free will and accord, and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.

Dated at VIRIDEN in the Province of Manitoba, this 19th day of June A.D. 1963.

A Commissioner for Oaths in and for the
My Commission expires Province of Manitoba
May 9th, 1964

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, DAVID GORDON HUTCHISON of the
PROVINCE OF MANITOBA) TOWN of VIRIDEN in the Province of
TO WIT:) Manitoba, Farmer, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of twenty-one years.

2. (~~That I have no (husband) (wife)~~)

OR

(b) That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me DAVID GORDON HUTCHISON the Grantor.

~~That I am the husband of the woman who consents as wife, to the instrument(s) above or within written, and I am of the full age of twenty-one years.~~

(c) ~~That I am the registered owner of the lands described in the within instrument(s), and I am of the full age of twenty-one years.~~

3. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at THE TOWN
of VIRIDEN in the
Province of Manitoba, this
day of June
A.D. 1963.

David Gordon Hutchison

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires May 9th, 1964

AFFIDAVIT OF EXECUTION

CANADA) I, Joseph Henry Meyerchak of the City
PROVINCE OF MANITOBA) of Calgary in the Province of Manitoba, Alberta
TO WIT:) Landman, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by David Gordon Hutchison of the parties thereto and the within consent duly signed and acknowledged by _____

2. That the said Instrument(s) and Duplicates thereof ~~and consent~~ were executed at VIRIDEN, Manitoba

3. That I know the said party he is of the full age of twenty-one years.

4. That I am a subscribing witness to the said Instrument(s) and Duplicates ~~and consent~~.

SWORN before me at the Town
of VIRIDEN in the
Province of Manitoba, this
25th day of June
A.D. 1963.

Joseph Henry Meyerchak

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires _____ the Province of Manitoba

My Commission expires April 11th, 1964

Firstly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons in the above described land, as set forth in Transfer No. 119941,
Secondly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, in the above described land, as set forth in Transfer No. 121606.

PARCEL TWO: The South West Quarter of Section Thirteen, in Township Eleven and Range Twenty-six, West of the Principal Meridian, in Manitoba, EXCEPTING THEREOUT:

Firstly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, together with full power to work the same, as set forth in Transfer No. 122725,

Secondly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, together with full power to work the same, as set forth in Transfer No. 122726,

Thirdly: All mines and minerals not previously conveyed by said Transfers Nos. 122725 and 122726, as reserved in Transfer No. R.15082.

Q Ld

THE CALIFORNIA STANDARD COMPANY
(NORTH VIRDEN SCALLION UNIT No. 1-PHASE II, SECTION II)
PLAN OF SURVEY OF RIGHT-OF-WAY FOR
SALT WATER GATHERING AND INJECTION LINE
IN SECTIONS 13, 14 & 15, TWP. 11, RGE. 26 W.P.M.
INCLUDING PARTS OF PLANS T30, 864, 879, 897 & 1096 B.R.L.T.O.
R.M. OF WALLACE - MANITOBA
 Scale: 1 in. = 500 ft.

NOTE:

Right-of-Way is shown hereon coloured pink.
 Survey monuments were found at all points shown thus: a
 Iron bars $\frac{1}{2}$ " dia. x 18" are planted at all points shown thus: a
 Distances are in feet and decimals of a foot and are checked chained.
 Right-of-Way is 40 feet in width.
 Distances shown are from bar to bar unless shown otherwise.

I, Allan Colder Findlay, of the City of Winnipeg, Manitoba
 Land Surveyor, make oath and say that I was present at and
 did personally superintend the survey represented by this plan
 that the survey and plan are correct and that the survey
 was made between June 17th & 22nd, 1963.

Sworn before me at Winnipeg
 this 5th day of July, A.D. 1963

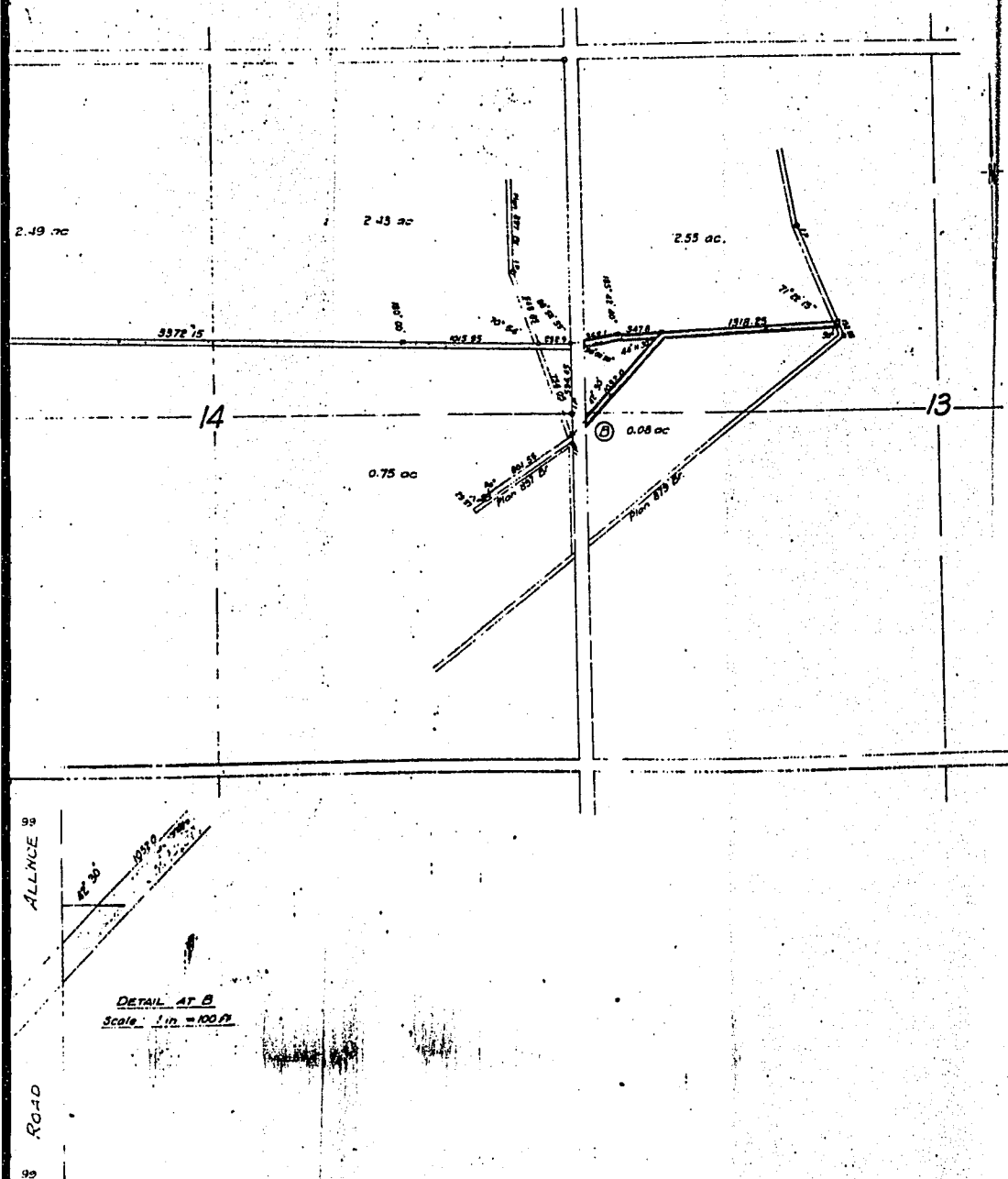
R.M. Wallace
 A Commissioner for Oaths
 My Commission expires Dec. 31st 1964.

Entered and Deposited in the
 Brandon Land Titles Office
 at Brandon, 20th September AD 1963
 as plan No. 1140

W.D. Sinclair
 Deputy Clerk, Registrar

PLAN 1140
 20.00
 14.00
 14.00

Approved
 1963
 1963



The Real Property Act

PROVINCE OF MANITOBA
TO WIT:}

I, OSCAR SAMUEL ALSAKER,

of the City of Winnipeg, in the Province of Manitoba, Barrister-at-Law, make oath and say as follows:

1. I am the duly authorized attorney of the within-named caveator, The California Standard Company.
2. I believe that the within-named 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.
3. The allegations in the within caveat are true in substance and in fact, as I verily believe

Sworn before me at the City of Winnipeg, in

the Province of Manitoba, this

29th

O. S. Alsaker

day of November,

A.D. 1963

Lena J. McKel
A Commissioner for Oaths in and for the Province of Manitoba.

My Commission expires

March 25, 1964

834 323

Dated November 29th 1963

THE CALIFORNIA STANDARD
LAND TITLES OFFICE
DEC - 2 1963
9:30 A.M. and P.M.
BY DAVID MORDON HUTCHISON

Caveat

FORBIDDING REGISTRATION UNDER R. P. A.

C. of T. No. 88689

834 323

*5.00
8.00
1.00
6.00*

MICRO-FILMED

Lense No. 22,820

PITELADO, HOSKIN & COMPANY
BARRISTERS AND SOLICITORS
900 HAMILTON BUILDING
395 MAIN STREET WINNIPEG 2, MANITOBA

NO. 84-2934
ASSIGNMENT OF CAVEAT NO. *134323*
FILED *12 Sept 1964*
TO: CHEVRON CANADA RESOURCES LIMITED

No. *134323* *Count*
By *The Cal. Stand*
con
I certify that this caveat was
FILED in the Manitoba Land
Titles Office on *2 Dec 1963*
at *9:30 a.m.* and it is registered
thereby on *2 Dec 1963* of Title
No. *88689-66274*
W. S. Pitelado
Deputy Registrar

all 88689-66274
and 66274

The Real Property Act

To the District Registrar for the Land Titles District of BRAN DON

Take Notice that we, THE CALIFORNIA STANDARD COMPANY,

claim an estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement for a grant of right of user bearing date the 29th day of October, 1963, made by David Gordon Hutchison, of the Town of Virden, in the Province of Manitoba, Farmer, and us, The California Standard Company, a duplicate original of which agreement is hereunto annexed and made a part hereof;

The said lands being described as follows:

PARCEL ONE: The North West Quarter of Section Thirteen, in Township Eleven and Range Twenty-six, West of the Principal Meridian, in Manitoba, EXCEPTING THEREOUT:

Box 263,
Virden, Manitoba.
The address of the registered owner is:

standing in the Register in the name of the said DAVID GORDON HUTCHISON

and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument is expressed to be subject to our claim.

We appoint the office of Pitblado, Hoskin and Company, Barristers, etc., 900 Hamilton Building, Main Street, Winnipeg, Canada, as the place at which notices and proceedings relating hereto may be served.

Dated this 29th day of November, A.D. 196 3

Signed in the presence of

Leona J. McLeod

THE CALIFORNIA STANDARD COMPANY

Per: *Chalmer*
Its Duly Authorized Attorney.

Firstly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons in the above described land, as set forth in Transfer No. 119941,
Secondly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, in the above described land, as set forth in Transfer No. 121606.

PARCEL TWO: The South West Quarter of Section Thirteen, in Township Eleven and Range Twenty-six, West of the Principal Meridian, in Manitoba, EXCEPTING THEREOUT:

Firstly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, together with full power to work the same, as set forth in Transfer No. 122725,

Secondly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, together with full power to work the same, as set forth in Transfer No. 122726,

Thirdly: All mines and minerals not previously conveyed by said Transfers Nos. 122725 and 122726, as reserved in Transfer No. R.15082.

C. A.

This is Exhibit "A" attached to
and forms part of an Acknowledgement
and Authorization

dated the 29 day of October A.D. 1963.

Witness

Grantor

SCHEDULE A

THE PIPE LINE ACT

GRANT OF RIGHT OF USER

I(We) DAVID GORDON HUTCHISON of the TOWN of VIRDEN
in the Province of Manitoba, Farmer and
(occupation)
of the of in the Province of Manitoba,
(occupation), being the registered owner (s) ~~(and the person(s))~~
~~entitled to be registered as owner (s) of an estate in fee simple, subject,~~
however, to such encumbrances, liens, and interests, as are notified by memo-
randum underwritten (or endorsed hereon) in all that land described as follows:

The North West Quarter of Section Thirteen, in Township Eleven,
and Range Twenty Six, West of the Principal Meridian in Manitoba

The South West Quarter of Section Thirteen, Township Eleven,
Range Twenty Six, West of the Principal Meridian in Manitoba.

(And we of the of
in the Province of Manitoba, (above named) (if such is the
(occupation)
case), and of the of
in the Province of Manitoba, the vendor and purchaser,
(occupation)

~~respectively, under an agreement for sale of the land above described);~~
the person (of all of the persons) above named being hereinafter called the
"grantor", in consideration of the sum of One Hundred Eighteen Dollars, ten ~~cents~~
(\$118.10) paid to me (us), the receipt whereof is hereby acknowledged,
and in consideration of the covenants and conditions hereinafter mentioned to be
kept and performed by The California Standard Company (hereinafter called "the
grantee");

DO HEREBY GRANT and transfer unto and to the grantee the licence, liberty,
privilege, and right, to use that portion of those lands, being a right-of-way
forty (40) feet in width as shown outlined in red
on a plan of the lands registered in the land titles office for
the Land Titles District of Brandon as Plan No. 1151
1151, for the laying down, construction, operation, maintenance,
inspection, removal, replacement, reconstruction and repair of a pipe line or
lines, together with all such stations, structures, drips, valves, fittings,
meters and other equipment and appurtenances as may be necessary or convenient
in connection therewith, for the carriage, conveyance, transportation, and
handling, of petroleum or petroleum products, or water or natural gas produced
incidental to the production thereof, through or by means thereof, together with
the right of ingress and egress for all purposes incidental to the grant, as and
from the 1st day of September, A.D. 19 63, and for
so long thereafter as the grantee may desire to exercise the rights and privileges
hereby given, on the following terms and conditions which are hereby mutually cov-
enanted and agreed to by and between the grantor and the grantee:

First: The grantee shall compensate the grantor for damage
done to any crops, fences, timber, and livestock on the right-
of-way by reason of the exercise of the rights hereinbefore
granted.

Second: The grantee shall fully compensate the grantor for
loss suffered by reason of damage to persons or property
arising by reason of, or out of, the existence, ownership,
operation, maintenance, or use, of the pipe line.

Third: The grantee will indemnify and save harmless the grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the pipe line.

Fourth: The grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the lands.

Fifth: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the grantee.

Sixth: The grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the licence, liberty, privilege, and right, hereby granted without hindrance, molestation, or interruption, on the part of the grantor or of any person, firm or corporation claiming by, through, under or in trust for, the grantor.

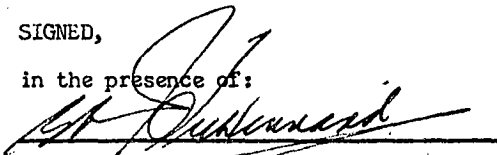
Seventh: All notices to be given hereunder may be given by registered letter addressed to the grantee at The California Standard Company, Medical Arts Building, Calgary, Alberta, and to the grantor at Box 263, Virden Manitoba. or such other address as the grantor and the grantee may respectively from time to time appoint in writing; and any such notice shall be deemed to be given to, and received by, the addressee seven days after the mailing thereof, postage prepaid.

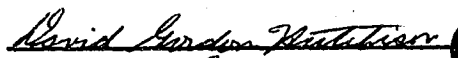
Eighth: This right of user is, and shall be of the same force and effect to all intents and purposes as, a covenant running with the land, and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns, of the grantor and the grantee respectively; and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF the grantor and grantee have executed and delivered this right of user this 29th day of October A.D. 19 63.

SIGNED,

in the presence of:




THE CALIFORNIA STANDARD COMPANY

VICE-PRESIDENT

ASSISTANT SECRETARY

CONSENT BY WIFE OR HUSBAND

I, EUNICE MARY E. HUTCHISON (husband) (wife) of DAVID GORDON HUTCHISON the Grantor named in the Instrument(s) above or within written, hereby consent to the making of same by (him) (~~her~~).

Dated this 29th day of October A.D. 19 63.

Witness: _____ Signature: Eunice M. E. Hutchison

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by EUNICE MARY E. HUTCHISON wife of DAVID GORDON HUTCHISON apart from her husband, to have been voluntarily executed by her of her own free will and accord, and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.

Dated at Virden in the Province of Manitoba, this 29th day of October A.D. 19 63.

[Signature]
A Commissioner for Oaths in and for the
My Commission expires _____
The Province of Manitoba

AFFIDAVIT BY MAKER OF INSTRUMENT My Commission expires Sept. 1st, 1964

CANADA)
PROVINCE OF MANITOBA) I, DAVID GORDON HUTCHISON of the
TO WIT:) TOWN of VIRIDEN in the Province of
Manitoba, Farmer, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of twenty-one years.

2. ~~(a) That I have no (husband) (wife)~~

OR

~~(b) That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me DAVID GORDON HUTCHISON the Grantor.~~

~~That the man who consents as husband, to the instrument(s) above or within written, is the husband of me the Grantor.~~

~~(c) That no part of the land referred to in the instrument(s) above or within written, is or ever has been the homestead of me the Grantor, within the meaning of "The Dower Act".~~

3. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at THE TOWN
of VIRIDEN in the
Province of MANITOBA, this
29th day of October
A.D. 19 63

[Signature]
A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires _____
the Province of Manitoba

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF MANITOBA) I, Edwin Anthony Frank Trewinnard of the City Ca
SASKATCHEWAN TO WIT:) of Regina in the Province of Manitoba, Saskatchewan
Area Landman, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by DAVID GORDON HUTCHISON of the parties thereto and the within Consent duly signed and executed by Ca

2. That the said Instrument(s) and Duplicates thereof and Consent were executed at Virden, Manitoba

3. That I know the said party he is of the full age of twenty-one years.

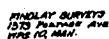
4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the City
of Regina in the
Province of Saskatchewan, this
31st day of October
A.D. 19 63

[Signature]
A Commissioner for Oaths
My Commission expires _____



Note: Survey monuments were
Iron bars 3/8" dia. x 20"
Distances are in feet
Distances are from back
Right-of-Way is shown
Right-of-Way is 50 ft



[illegible]

I, Allan Calder Findlay, of the City of Winnipeg, Manitoba Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan, that the survey and plan are correct and that the survey was made between July 18th & August 9th, 1968.

2 Commissioner for Oaths
My Commission expires Dec. 22nd 1964

THE CALIFORNIA REFINED COMPANY

Form

Notes

Entered and deposited in the Brandon
Land Titles Office, this 15 day of
MARCH A.D. 1969, at 9:55 AM Plan
No. 1151

E. J. Zine

PLAN 1151
1000
1130

Approved
28th October 1969
D.H. Macdonald
Dep. Examiner of Surveys

DETAIL AT 'B'
Scale: 1 in. = 100 ft.

46206

24

267 x

-24

—15

0.6/ 0.6

PROVINCE OF MANITOBA

To Wit:

J. DAVID PROCTOR,

of the City of Winnipeg,

in the Province of Manitoba, Barrister-at-Law, make oath and say as follows:

the duly authorized attorney of Chevron Standard Limited

1. I am/the within-named caveator

Chevron Standard Limited has

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

3. The allegations in the within caveat are true in substance and in fact, as I verily believe.

Sworn before me at the City of

Winnipeg in the Province of Manitoba,

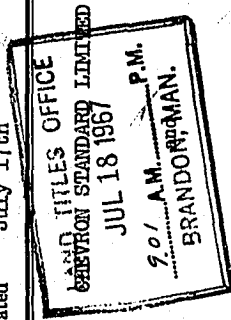
this 17th day of July 19 67.

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

My Commission expires March 16, 1968.

1967

Dated July 17th



DAVID GORDON HUTCHISON

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

66274

5.00
1.00
2.00
MICRO-FILMED P.A. 48.

Lease No. 25,872
Our File No. 5-109 D.P.

PITBLADO, HOSKIN & COMPANY
BARRISTERS AND SOLICITORS
WINNIPEG 1 - MANITOBA

man

NO. 84-360
ASSIGNMENT OF CAVEAT NO. 166274
FILED 13 Jan 1967
TO: CHEVRON CANADA RESOURCES LIMITED

No. 66274
Caveat
By: Chevron Standard
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 18 July 1967
at 9:01 a.m. and a memorial
thereof endorsed on Cert. of Title
No. 66274
District Registrar
J. J. J. J.
man

The Real Property Act

To the District Registrar for the Land Titles District of BRANDON

Take Notice that CHEVRON STANDARD LIMITED

claims an equitable estate or interest in an estate in fee simple in possession in the undermentioned

land by virtue of an Agreement for Right-of-Way and/or Easement bearing date the 13th day of June, A.D. 1967, made by David Gordon Hutchison of the Rural Municipality of Wallace, in Manitoba, Farmer, as Grantor, to Chevron Standard Limited, as Grantee, a photostatic copy of which Agreement is hereunto annexed and made a part hereof.

The said lands being described as follows:

The North West Quarter of Section Thirteen (13), in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in Manitoba, EXCEPTING THEREOUT:

Firstly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons in the above described land, as set forth in Transfer No. 119941, and Secondly: an undivided one-quarter interest in all the petroleum, natural gas and related hydrocarbons, in the above described land, as set forth in Transfer No. 121606.

standing in the Register in the name of the said DAVID GORDON HUTCHISON,

and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

It appoints the office of Pitblado, Hoskin & Company, Barristers and Solicitors, 900 Royal Bank Building, 220 Portage Avenue, Winnipeg 1, Manitoba,

as the place at which notices and proceedings relating hereto

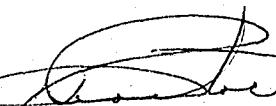
may be served.

Dated this 17th day of July 19 67

Signed in the presence of

Eleanor Becker

CHEVRON STANDARD LIMITED

Per: 
Its duly authorized attorney

The address of the registered owner is Box 263, Virden, Manitoba.

AGREEMENT FOR RIGHT-OF-WAY AND/OR EASEMENT

DOC. NO. 25872

THIS AGREEMENT MADE this 13th day of June, A.D. 19 67,

BETWEEN: David Gordon Hutchison of the Rural Municipality of Wallace
in Manitoba, Farmer

(hereinafter called "the Grantor")

OF THE FIRST PART

- and -

CHEVRON STANDARD LIMITED, a body corporate,
carrying on business in the Province of
Alberta (hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee simple, subject however to the encumbrances, liens, and interests contained in the existing Certificate of Title therefor, in all that land described as follows:

The North West Quarter ($\frac{1}{4}$) of Section Thirteen (13), Township Eleven (11),
Range Twenty-six (26), West of the Prime Meridian (WPM), in Manitoba.

(hereinafter called "the said lands");

AND WHEREAS the Grantor has agreed to grant the Grantee an easement over and across the said lands for the purposes and upon the terms and conditions hereinafter set forth:

NOW THEREFORE in consideration of the sum of Twenty Five (25.00) and Twenty cents Dollars, now paid to the Grantor by the Grantee (the receipt whereof the Grantor hereby acknowledges), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee, THE GRANTOR DOES HEREBY GRANT AND TRANSFER unto and to the Grantee the right, license, liberty, privilege and easement to use that portion of the said lands shown outlined in red upon the sketches or plans attached hereto and marked Exhibit "A" (hereinafter called "the right-of-way"), being a right-of-way or easement for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means thereof, together with the right to construct, maintain and operate, reconstruct, replace or remove, on or from the said right-of-way, a line of poles with telegraph and/or telephone wires thereon, and the right of ingress or egress for all purposes incidental to this grant as and from the date hereof and for so long hereafter as the Grantee may desire to exercise the rights and privileges hereby given.

IT IS HEREBY MUTUALLY COVENANTED, DECLARED AND AGREED by and between the Grantor and the Grantee as follows:

First: The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, foundation, pavement, or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

- Second: The Grantee will bury all pipe lines laid by it crossing any cultivated area of the right-of-way to a depth of not less than eighteen inches from the surface of the ground, so as not to interfere with drainage or ordinary cultivation of the said land.
- Third: The Grantee will compensate the Grantor for loss suffered by reason of damage to persons, crops or property arising by reason of or out of the existence, ownership, operation, maintenance or use of the right-of-way.
- Fourth: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the Grantee will restore the right-of-way to the same condition, so far as may be practicable to do so, as it was in prior to the entry thereon and the use thereof by the Grantee.
- Fifth: The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.
- Sixth: This easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantee respectively.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers duly authorized in their behalf both as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Harvey H. Lockhart

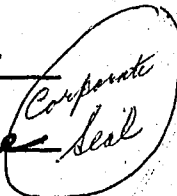
David Gordon Hutchinson



CHEVRON STANDARD LIMITED

Per: *[Signature]*
MANAGER - LAND ADMINISTRATION

Per: *[Signature]*
ASSISTANT SECRETARY



CONSENT OF SPOUSE

I, _____, being married to the above named _____, do hereby give my consent to the disposition of our homestead made in this instrument, and I have executed this document for the purpose of giving up my life estate, and other dower rights in the said property given to me by THE DOWER ACT, 1948, to the extent necessary to give effect to the said disposition.

CONSENT BY WIFE OR HUSBAND

I, EUNICE HUTCHISON (husband) (wife) of DAVID GORDON HUTCHISON the Grantor named in the Instrument(s) above or within written, hereby consent to the making of same by (him) (her).

Dated this 13th day of JUNE A.D. 1967.

Witness: Harvey H. Pockrant Signature: Eunice Hutchison

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by EUNICE HUTCHISON wife of DAVID GORDON HUTCHISON apart from her husband, to have been voluntarily executed by her of her own free will and accord, and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.

Dated at POST OFFICE VIRDEN in the Province of MANITOBA, this 13th day of JUNE A.D. 1967.

Harvey H. Pockrant
A Commissioner for Oaths IN AND FOR THE PROVINCE OF MANITOBA
My Commission expires APRIL 5, 1969

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, DAVID GORDON HUTCHISON of the
PROVINCE OF MANITOBA) POST OFFICE of VIRDEN in the Province of
TO WIT:) Manitoba, FARMER, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of twenty-one years.

2. ~~(a) That I have no (husband) (wife)~~

OR

(b) That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me DAVID GORDON HUTCHISON the Grantor.

~~(c) That the man who consents as husband, to the instrument(s) above or within written, is the husband of me _____ the Grantor.~~

~~(c) That no part of the land referred to in the instrument(s) above or within written, is or ever has been the homestead of me _____ the Grantor, within the meaning of "The Dower Act".~~

3. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at POST OFFICE)
of VIRDEN in the)
Province of MANITOBA, this)
13th day of JUNE)
A.D. 1967.

David Gordon Hutchison

Harvey H. Pockrant
A Commissioner for Oaths IN AND FOR THE PROVINCE OF MANITOBA
My Commission expires APRIL 5, 1969

AFFIDAVIT OF EXECUTION

CANADA) I, Harvey Henry Pockrant of the City
PROVINCE OF MANITOBA) of Edmonton in the Province of Manitoba, Alberta
TO WIT:) Landman, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by David Gordon Hutchison of the parties thereto and the within Consent duly signed and executed by Eunice Hutchison

2. That the said Instrument(s) and Duplicates thereof and Consent were executed at Virden, Manitoba

3. That I know the said parties and am satisfied that they are each of the full age of twenty-one years.

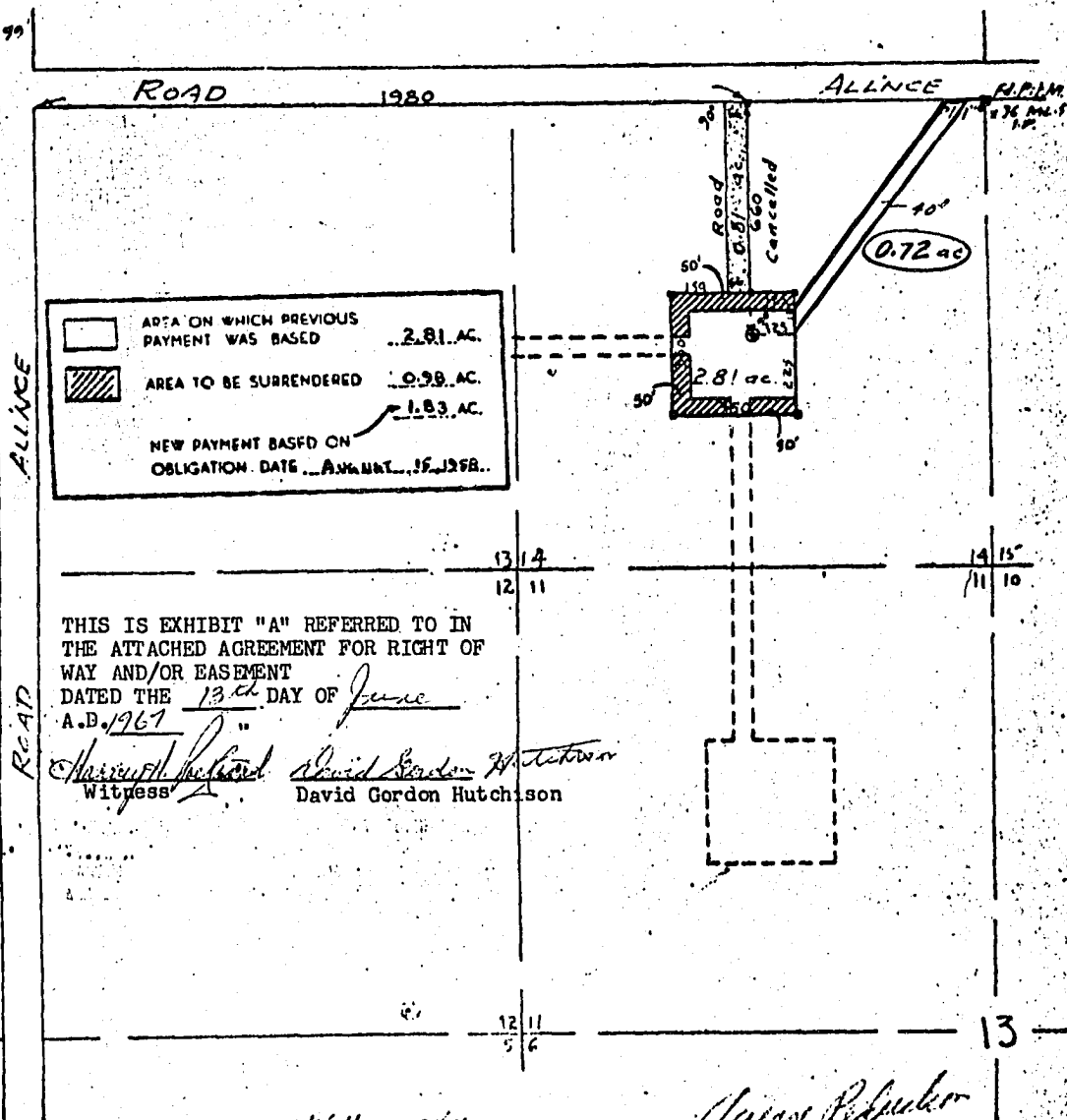
4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the Post Office)
of Virden in the)
Province of Manitoba, this)
13th day of June)
A.D. 1967.

Harvey Henry Pockrant
Harvey Henry Pockrant

L. Bie
A Commissioner for Oaths IN AND FOR THE PROVINCE OF MANITOBA
My Commission expires Feb. 2nd, 1968

THE CALIFORNIA STANDARD COMPANY
 Plan of
CALSTAN SCALLION 14-13
 L.S. 14, Sec. 13, Tp. 11, Rg. 26 W.P.M.
 MANITOBA
 Scale: 400 feet = 1 inch



Survey & Plan certified correct.
 Date of Survey: Oct. 18, 1957.

N. J. Sinclair
 M. L. S.

Well coords:
 660 South of North 1/4 Sec. 13
 660 East of West 1/4 Sec. 13
 Area req'd, 3.62 ac bordered red.
 Ground Elev. at well: 1474.6
 1/2" dia. 24" at
 Well location shown thus ©

Clarence Redburn
 August 1918

85/ 1922

MICRO-FILED

LAND TITLES OFFICE
MAR 11 1985
BRANDON MAN.

Chevron

File No.: 37668
Date: 1985-01-31

IN RE: HE-1/4 13-11-26 NFM

C/T No. 66274

CAVEAT

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)
I, THOMAS MACKENZIE DOUGALL,
of the City of Calgary, in the Province of Alberta,
Manager, Land Administration, make oath and say:

1. That I am Manager, Land Administration for CHEVRON CANADA RESOURCES LIMITED
2. That I believe CHEVRON CANADA RESOURCES LIMITED has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.
3. That the allegations in the within caveat are true in substance and in fact.

SWORN BEFORE me at the City of Calgary)
in the Province of Alberta, this 1)
day of MARCH, A.D. 1985)

Nancy J. Strantz
A Notary Public in and
for the Province of Alberta
NANCY J. STRANTZ
Barrister & Solicitor

No. 85-1922-66274
By CHEVRON CANADA RESOURCES LIMITED
I certify that this statement was made by Thomas Mackenzie Dougall,
FILED in the Brandon Registry, Alberta
Title Office on MAR 11 1985
and a memorial
thereof endorsed on Cert. of Title
No. 66274
[Signature]
Deputy Registrar

15/2/85
17/2/85
19/2/85

CHEVRON

DOC. NO. 37868-1

C A V E A T

PROVINCE OF MANITOBA

TO: THE DISTRICT REGISTRAR OF THE BRANDON LAND TITLES DISTRICT

TAKE NOTICE THAT CHEVRON CANADA RESOURCES LIMITED, a body corporate having an office at 500 Fifth Avenue S.W. in the City of Calgary, in the Province of Alberta, CLAIMS AN INTEREST in surface rights pursuant to an Agreement for Right-of-Way and/or Easement dated the 2nd day of October, A.D. 1984, between DAVID GORDON HUTCHISON as Grantor and CHEVRON CANADA RESOURCES LIMITED as Caveator a copy of which agreement is attached hereto and by reference is made a part of this Caveat, in:

THE ADDRESS OF THE
REGISTERED OWNER IS:

The NORTH-WEST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11), RANGE TWENTY-SIX (26) WEST OF THE PRINCIPAL MERIDIAN IN MANITOBA.

Box 263
Virden, Manitoba
R0M 2C0

EXCEPTING THEREOUT ALL MINES AND MINERALS.

The said lands are described in Certificate of Title Number 66274 standing in the register in the name of DAVID GORDON HUTCHISON of Wallace in the Province of Manitoba and CHEVRON CANADA RESOURCES LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

CHEVRON CANADA RESOURCES LIMITED appoints the office of Pitblado and Hoskin, Barristers and Solicitors, 1900 - 360 Main Street, Winnipeg, Manitoba, R3C 3Z3, as the place at which notice of proceedings relating hereto may be served.

DATED at the City of Calgary, in the Province of Alberta, this 31st day of January, A.D. 1985.

CHEVRON CANADA RESOURCES LIMITED

Per: [Signature]
Manager - Land Administration

Per: [Signature]
Assistant Secretary

AGREEMENT FOR RIGHT-OF-WAY AND/OR EASEMENT

THIS AGREEMENT MADE this 2nd day of OCTOBER, A.D. 1984.

CHEVRON
AS TO
AS TO
AS TO
for

BETWEEN:

DAVID GORDON HUTCHISON, of the Rural Municipality of Wallace, in Manitoba, Farmer

(hereinafter called "the Grantor")

CHEVRON
P.O. NO. 37868
OF THE FIRST PART

- and -

CHEVRON CANADA RESOURCES LIMITED, a body corporate, carrying on business in the Province of Alberta (hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee simple, subject however to the encumbrances, liens, and interests contained in the existing Certificate of Title therefor, in all that land described as follows:

The North West Quarter (NW¹/₄) of Section Thirteen (13), in Township Eleven (11), Range Twenty-six (26), West of the Principal Meridian (WPM) in Manitoba.

(hereinafter called "the said lands");

AND WHEREAS the Grantor has agreed to grant the Grantee an easement over and across the said lands for the purposes and upon the terms and conditions hereinafter set forth:

NOW THEREFORE in consideration of the sum of FIVE HUNDRED AND TEN DOLLARS (\$500.00) Dollars, now paid to the Grantor by the Grantee (the receipt whereof the Grantor hereby acknowledges), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee, THE GRANTOR DOES HEREBY GRANT AND TRANSFER unto and to the Grantee the right, license, liberty, privilege and easement to use that portion of the said lands shown outlined in red upon the sketches or plans attached hereto and marked Exhibit "A" (hereinafter called "the right-of-way"), being a right-of-way or easement for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, ~~together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means thereof, together with the right to construct, maintain and operate, reconstruct, replace or remove, on or from the said right-of-way, a line of poles with telegraph and/or telephone wires thereon,~~ and the right of ingress or egress for all purposes incidental to this grant as and from the date hereof and for so long hereafter as the Grantee may desire to exercise the rights and privileges hereby given.

IT IS HEREBY MUTUALLY COVENANTED, DECLARED AND AGREED by and between the Grantor and the Grantee as follows:

First: The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, foundation, pavement, or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

- Second: The Grantee will bury all pipe lines laid by it crossing any cultivated area of the right-of-way to a depth of not less than eighteen inches from the surface of the ground, so as not to interfere with drainage or ordinary cultivation of the said land.
- Third: The Grantee will compensate the Grantor for loss suffered by reason of damage to persons, crops or property arising by reason of or out of the existence, ownership, operation, maintenance or use of the right-of-way.
- Fourth: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the Grantee will restore the right-of-way to the same condition, so far as may be practicable to do so, as it was in prior to the entry thereon and the use thereof by the Grantee.
- Fifth: The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person firm or corporation claiming by, through, under or in trust for, the Grantor.
- Sixth: This easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantee respectively.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers duly authorized in their behalf both as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Bob Nesbitt
BOB NESBITT

R. A. Hutchison
CHEVRON CANADA RESOURCES LIMITED

Per: [Signature]
MANAGER LAND ADMINISTRATION -
Per: C. E. Sinclair
ASSISTANT SECRETARY

CONSENT OF SPOUSE

I, EUNICE M. HUTCHISON, being married to the above named DAVID GORDON HUTCHISON, 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, 1948, to the extent necessary to give effect to the said disposition.

Eunice Hutchison

REVISION CALSTAN SCALLION 11-13

S. 11, Sec. 13, Tp. 11, Rg. 26 W.P.M.

MANITOBA

Scale: 400 feet = 1 inch

THE CALIFORNIA STANDARD COMPANY

CALSTAN SCALLION Plan of 15-13-11-26 WPM

~~AD REVISION IN N.E. 1/4 SEC. 13 T11 R26 W.P.M.~~

~~10-15, SEC. 13, TWP. 11, RGE. 26 W.P.M.~~

MANITOBA

EXHIBIT A

Scale: 400 feet = 1 inch

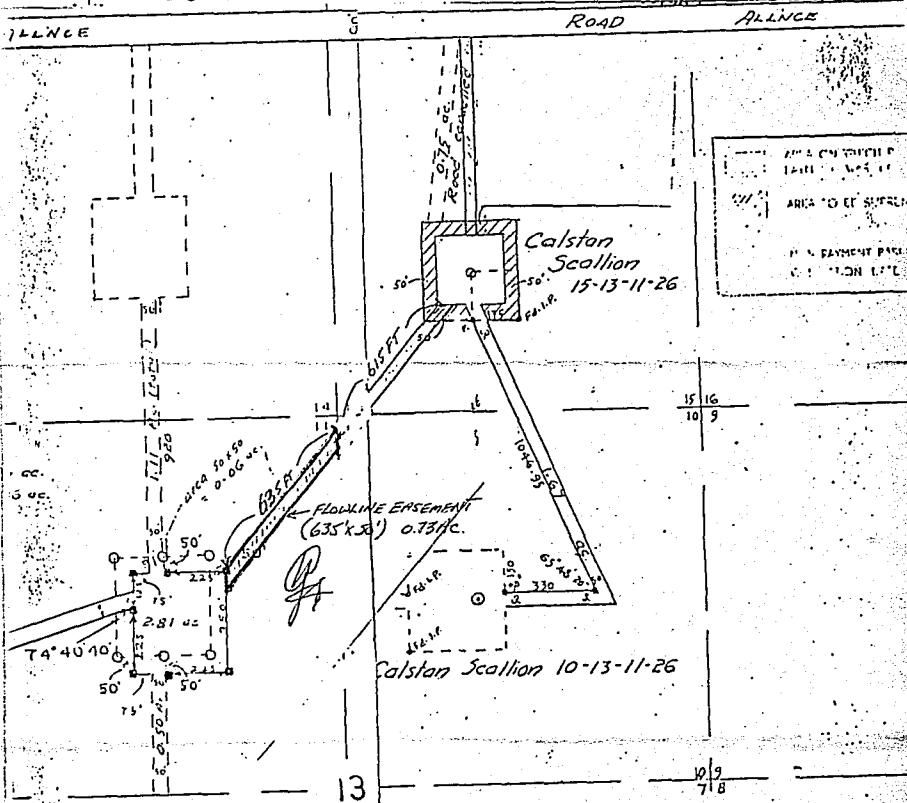


EXHIBIT A

DAVID GORDON HUTCHISON

CHEVRON CANADA RESOURCES LIMITED

certified correct
November 1, 1958.

Smiley
M.A.S.

Area req'd 1.67 ac. bore
Ground elev. at well
from bars 3/8" x 16" at
Well location shown

The above consent was acknowledged before me by EUNICE M. HUTCHISON wife of DAVID GOLDEN HUTCHISON apart from her husband, to have been voluntarily executed by her of her own free will and accord, and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.

Dated at VIRROEN in the Province of MANITOBA, this 15 day of OCTOBER A.D. 1984.

D. K. Mathewson
A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, DAVID GOLDEN HUTCHISON of the
PROVINCE OF MANITOBA) TOWN OF VIRROEN in the Province of
TO WIT:) Manitoba, Farmer, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of eighteen years.

2. (a) That I have no (husband)-(wife) _____

OR

(b) That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me DAVID GOLDEN HUTCHISON the Grantor.
~~That the man who consents as husband, to the instrument(s) above or within written, is the husband of me _____ the Grantor.~~

(c) That no part of the land referred to in the instrument(s) above or within written is or ever has been the homestead of me _____ the Grantor.
within the meaning of "The Dower Act."

(d) That my co-grantor is the husband of me _____ one of the Grantors.

(e) That my co-grantor is the wife of me _____ one of the Grantors.

3. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at TOWN of VIRROEN in the Province of MANITOBA, this 15 day of OCTOBER A.D. 1984.

D. K. Mathewson
A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT OF EXECUTION

CANADA) I, BOB NESBIT of the CITY
PROVINCE OF MANITOBA) of CALGARY in the Province of ALBERTA
TO WIT:) LANDMAN, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by DAVID GOLDEN HUTCHISON of the parties thereto and the within Consent duly signed and executed by EUNICE M. HUTCHISON.
2. That the said Instrument(s) and Duplicates thereof and Consent were executed at TOWN OF VIRROEN.
3. That I know the said parties and am satisfied that THEY ARE of the full age of eighteen years.
4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the city of Calgary in the Province of Alberta, this 31 day of October A.D. 1984.

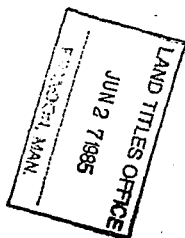
Byron L. Pike
A Commissioner for Oaths
My Commission expires _____

BOB NESBIT

BYRON L. PIKE
A Commissioner for Oaths Outside
the Province of Manitoba for use therein
My Appointment expires July 21, 1986

85/ 6696

MICRO-FILMED



FILE No.: 23981

Date: 1985-05-22

IN RE: NW 1/4 13-11-26 MPN

C/T No. 66274

No. 85-6696	I certify that this instrument was FILED in the Brandon Land Titles Office on 8 th June 1985 at _____ and a memorial thereof endorsed on Cert. of Title No. 66274
By _____	

CAVEAT

CHEVRON CANADA RESOURCES LIMITED
500 Fifth Avenue S.W.
Calgary, Alberta
T2P 0L7

1500
900
1700
480
2100

AFFIDAVIT IN SUPPORT OF CAVEAT

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

I, THOMAS MACKENZIE DOUGALL,
of the City of Calgary, in the Province of Alberta,
Manager, Land Administration, make oath and say:

1. That I am agent for CHEVRON CANADA RESOURCES LIMITED
2. That I believe CHEVRON CANADA RESOURCES LIMITED has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN BEFORE me at the City of Calgary)
)
in the Province of Alberta, this 18th)
day of June, A.D. 1985)

Kevin Archibald
A Notary Public in and for
the Province of Alberta

KEVIN ARCHIBALD
BARRISTER AND SOLICITOR

23981

AMENDMENT TO SURFACE LEASE

THIS AGREEMENT made the 25 day of April, A.D. 1953.

B E T W E E N :

DAVID GORDON HUTCHISON, of Virden
in the Province of Manitoba
(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

CHEVRON CANADA RESOURCES LIMITED,
a body corporate, carrying on business
in the Province of Alberta
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee are parties to a Mineral Lease
dated 1953-08-15 covering the following lands:

Northwest Quarter (NW-1/4) Section Thirteen (13), Township Eleven
(11), Range Twenty-six (26), West of the Principal Meridian (WPM) in
the Province of Manitoba;

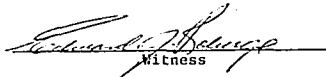
AND WHEREAS the parties have agreed to amend the Surface Lease to
show the actual location of the access roadway in use;

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

That the access roadways as outlined in red on Schedules "A" and "B"
attached hereto will be replaced by the access roadways as outlined
in red on Schedules "C" and "D" attached hereto respectively.

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


DAVID GORDON HUTCHISON (Lessor)

CHEVRON CANADA RESOURCES LIMITED

Per: 
MANAGER LAND ADMINISTRATION

Per: 
ASSISTANT SECRETARY

THE CALIFORNIA STANDARD COMPANY

Plan of

CALSTAN SCALLION 12-13

L.S. 12, Sec. 13, Tp. 11, Rg. 26 W.P.M.

MANITOBA

Scale: 400 feet = 1 inch

SCHEDULE A

ROAD ALLIANCE

Fd.I.P.

197805 ROAD ALLIANCE

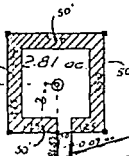
ROAD

	AREA ON WHICH PREVIOUS PAYMENT WAS BASED	2.90 AC.
	AREA TO BE SURRENDERED	1.32 AC.
	NEW PAYMENT BASED ON	1.58 AC.
	OBLIGATION DATE	AUGUST 15, 1978

13 14
12 11

14 15
11 10

P. H. [Signature]



12 11
5 6

13

Well coords:
1978.05 South of North bdy. Sec. 13
660 East of West bdy. Sec. 13
Area reg'd 2.90 ac. bordered red.
Ground Elev. at well: 1473.4
Iron bars 3/8" dia. x 24" at
Well location shown thus ©

Oct 84 [Signature]

Survey & Plan certified correct.
date of survey, Nov. 16, 1957.

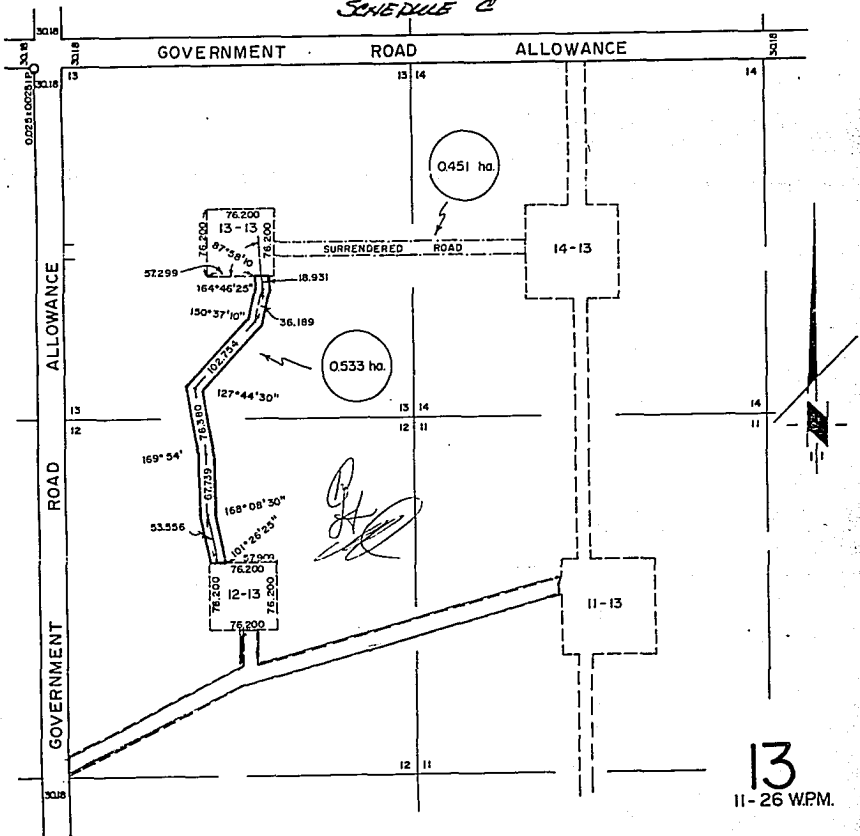
A. L. Lindley
M.S.

File 5

PLAN OF ROAD REVISION
NORTH VIRDEN SCALLION # 1
LSD. 12, 13, SEC. 13, TP. 11, RGE. 26 W.P.M
MANITOBA

Scale 1: 5000

SCHEDULE C



13
11-26 W.P.M.

NOTES

All distances are in metres or decimals of a metre and may be converted to feet by multiplying by 3.28084.

Well location is shown thus —●—

Area required is shown outlined thus ———

Survey monuments found are shown thus —○—

Iron posts planted are shown thus —●—

Distances shown on access road are centreline.

Access road is 15,000 wide.

Area surrendered is shown outlined thus ———

Areas

Access Road 0.533 ha. 1.32 acres
Total ha. acres

C. J. Follen P. Eng.

Plan and Survey certified correct
this 25th day of January, 1985.

R. J. Robertson
Manitoba Land Surveyor

FB/PGE. 222/103
Job No. 85-027

LENNON SURVEYS
P.O. Box 1346, 1640 Rosser Avenue
Brandon, Manitoba R7A 6N2
(204) 727-0651

PLAN OF

L. S. 13, Sec. 13, Twp. 11, Rge 26 W.P.M.

MANITOBA

Scale: 400 feet = 1 inch

SCHEDULE B



660 South of North bdy. Sec. 13.

660 East of West bdy. Sec. 13.

Ground elev. at well, 1475.2

Area req'd 3.37 ac. shown bordered red.

Iron bars $3/8"$ dia. x 24" planted at: •

Well location shown thus: ⑤

File 3

Survey: Plan certified correct.
Date of survey: Nov. 25, 1957.

J. L. Findley
M.L.S.

MANITOBA

SCHEDULE D



C. H. Folsom P. Eng.

LENNON SURVEYS
P.O. Box 1346, 1640 Rosser Avenue
Brandon, Manitoba R7A 6N2
(204) 727-0651

Consent of Spouse

I, _____, being married to the above named _____, do hereby give my consent to the disposition of our homestead made in this instrument, and I have executed this document for the purpose of giving up my life estate, and other dower rights in the said property given to me by THE DOWER ACT, 1948, to the extent necessary to give effect to the said disposition.

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by _____ wife of _____ apart from her husband, to have been voluntarily executed by her of her own free will and accord, and without any compulsion on the part of her husband. She has further acknowledged that she is aware of the nature and effect of the same.

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

A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, David Gordon Hutchison of the
PROVINCE OF MANITOBA) Winnipeg of Manitoba in the Province of
TO WIT:) Manitoba, Winnipeg, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of eighteen years.
 - (a) That I have no (husband) (wife) _____ OR
 - (b) ~~That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me _____ the Grantor.~~
 - (c) ~~That the man who consents as husband, to the instrument(s) above or within written, is the husband of me _____ the Grantor.~~
 - (d) ~~That no part of the land referred to in the instrument(s) above or within written, is or ever has been the homestead of me David Gordon Hutchison the Grantor, within the meaning of "The Dower Act."~~
 - (e) ~~That my co-grantor is the husband of me _____ one of the Grantors.~~
 - (f) ~~That my co-grantor is the wife of me _____ one of the Grantors.~~
2. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at Winnipeg)
of Manitoba in the)
Province of Manitoba, this)
day of April)
A.D. 19 55.)

Edward J. Borge
A Commissioner for Oaths
My Commission expires 1956-08-29

David Gordon Hutchison

AFFIDAVIT OF EXECUTION

CANADA) I, Edward J. Borge of the City
PROVINCE OF MANITOBA) of Winnipeg in the Province of Manitoba
TO WIT:) Winnipeg, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by David Gordon Hutchison of the parties thereto and the within Consent duly signed and executed by David Gordon Hutchison.
2. That the said instrument(s) and Duplicates thereof and Consent were executed at Winnipeg, Province of Manitoba.
3. That I know the said party or parties and am satisfied that he is of the full age of eighteen years.
4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the City)
of Manitoba)
Province of Manitoba)
TO WIT:)

D. KENTON MATHEWSON
A Commissioner for Oaths

C A V E A TPROVINCE OF MANITOBA

TO: THE DISTRICT REGISTRAR OF THE BRANDON LAND TITLES DISTRICT

TAKE NOTICE THAT CHEVRON CANADA RESOURCES LIMITED, a body corporate having an office at 500 Fifth Avenue S.W. in the City of Calgary, in the Province of Alberta, CLAIMS AN INTEREST pursuant to an Amendment to Surface Lease dated the 25th day of April, A.D. 1985, between DAVID GORDON HUTCHISON as Lessor and the Caveator as Lessee a copy of which agreement is attached hereto and by reference is made a part of this Caveat, in:

THE ADDRESS OF THE
REGISTERED OWNER IS:

The Northwest Quarter (NW 1/4) of Section Thirteen (13),
Township Eleven (11), Range Twenty-six (26), West of the
Principal Meridian in the Province of Manitoba
Excepting Thereout All Mines and Minerals.

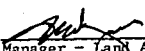
P. O. Box 263
Virden, Manitoba
R0M 2C0

The said lands are described in Certificate of Title Number 66274 standing in the register in the name of David Gordon Hutchison of the Rural Municipality of Wallace, in the Province of Manitoba and CHEVRON CANADA RESOURCES LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

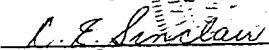
CHEVRON CANADA RESOURCES LIMITED appoints the office of Pitblado and Hoskin, Barristers and Solicitors, 1900 - 360 Main Street, Winnipeg, Manitoba, R3C 3Z3 as the place at which notice of proceedings relating hereto may be served.

DATED at the City of Calgary, in the Province of Alberta, this 22nd day of May, A.D. 1985.

CHEVRON CANADA RESOURCES LIMITED

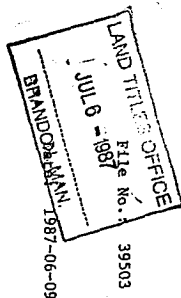
Per: 

Manager - Land Administration

Per: 

Assistant Secretary

87 07746



IN RE: NM-1/4 13-11-26 WPM

MICRO-FILMED
C/T No. 66274

CAVEAT

CHEVRON CANADA RESOURCES LIMITED
500 Fifth Avenue S.W.
Calgary, Alberta
T2P 0L7

87-7746 Caveat

AFFIDAVIT IN SUPPORT OF CAVEAT

I, STEWART ALDEN McCRAE,

of the City of Calgary, in the Province of Alberta,
Manager, Land Administration, make oath and say:

1. That I am Manager, Land Administration for CHEVRON CANADA RESOURCES LIMITED
2. That I believe CHEVRON CANADA RESOURCES LIMITED has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. That the allegations in the within caveat are true in substance and in fact as I verily believe.

SWORN BEFORE me at the City of Calgary)
in the Province of Alberta, this 16)
day of June, A.D. 1987)

A Notary Public in and
for the Province of Alberta

KENNETH S. HEYWOOD
BARRISTER & SOLICITOR

C A V E A T

PROVINCE OF MANITOBA

TO: THE DISTRICT REGISTRAR OF THE BRANDON LAND TITLES DISTRICT

TAKE NOTICE THAT CHEVRON CANADA RESOURCES LIMITED, a body corporate having an office at 500 Fifth Avenue S.W. in the City of Calgary, in the Province of Alberta, CLAIMS AN INTEREST pursuant to Manitoba Right-of-Way Agreement dated the 26th day of May, A.D. 1987, between DAVID GORDON HUTCHISON as the Grantor and the Caveator as the Grantee a copy of which agreement is attached hereto and by reference is made a part of this Caveat, in:

✓ Wallace
THE NORTH-WEST QUARTER (NW-1/4)
SECTION THIRTEEN (13)
TOWNSHIP ELEVEN (11)
RANGE TWENTY-SIX (26)
WEST OF THE PRINCIPAL MERIDIAN (WPM) IN MANITOBA.

(hereinafter called "the said lands")

✓
The said lands are described in Certificate of Title No. 66274 standing in the register in the name of DAVID GORDON HUTCHISON of the Rural Municipality of Wallace, in the Province of Manitoba and CHEVRON CANADA RESOURCES LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

CHEVRON CANADA RESOURCES LIMITED appoints the office of Pitblado and Hoskin, Barristers and Solicitors, 1900, 360 Main Street, Winnipeg, Manitoba, R3C 3Z3, as the place at which notice of proceedings relating hereto may be served.

DATED at the City of Calgary, in the Province of Alberta, this 9th day of June, A.D. 1987.

CHEVRON CANADA RESOURCES LIMITED

Per:

Stewart McInnes
Manager - Land Administration

Per:

L.E. Sinclair
Assistant Secretary

7746
THE ADDRESS OF THE
REGISTERED OWNER IS:

Box 263
Virden, Manitoba
R0M 2C0

MANITOBA RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT MADE this 26 day of 11/94, A.D. 1987. *REC*

B E T W E E N: David Gordon Hutchison of the Rural Municipality
of Wallace in Manitoba, Farmer *OK*

(hereinafter called "the Grantor")

CHEVRON

DOC. NO. 34503

OF THE FIRST PART

- and -

CHEVRON CANADA RESOURCES LIMITED, a
body corporate, incorporated under
the laws of Canada and carrying on
business in the Province of Alberta
(hereinafter called "the Grantee") *OK*

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of an estate in fee
simple, subject however to the encumbrances, liens and interests contained
in the existing Certificate of Title therefor. in all that land described as

The North West Quarter (NW-1/4) of Section Thirteen (13) in Township Eleven
(11), and Range Twenty-six (26), West of the Principal Meridian (49th) in
Manitoba.

(hereinafter called "the said lands")



AND WHEREAS the Grantor has agreed to grant the Grantee a
right-of-way over, under, on and through the said lands for the purposes and
upon the terms and conditions hereinafter set forth:

NOW THEREFORE IN CONSIDERATION of the sum of \$3,000.00
dollars, details of such amount set out in Schedule "A" attached hereto, now
paid to the Grantor by the Grantee (the receipt of which is hereby
acknowledged by the Grantor), and in consideration of the covenants and
conditions hereinafter mentioned to be kept and performed by the Grantee,
the Grantor does hereby grant unto and to the Grantee its successors, and
assigns, the right to use those portions of the lands outlined in red on the
plan or sketches attached hereto and marked Schedule "B", (hereinafter
called "the right-of-way") being a right-of-way for the laying down,
construction, operation, maintenance, inspection, removal, replacement,
reconstruction and repair of one service line or lines and underground
appurtenances as may be necessary or convenient in connection therewith for
the transportation, gathering or conduct of oil, natural gas or related
hydrocarbons, or water, or other fluid; for so long hereafter as the Grantee
may desire to exercise the rights herein granted. *H.D.*

IT IS HEREBY MUTUALLY COVENANTED, DECLARED AND AGREED by and
between the Grantor and Grantee that the Grantee's rights are subject to the
terms and conditions as follows:

1. The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, foundation, pavement, or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.
2. THAT the Grantee shall strip all topsoil from the areas to be used for the ditch line, placement or storage of the earth, to a depth of 6 to 8 inches or the depth of the topsoil whichever is the lesser prior to construction. Upon completion of construction the Grantee shall restore the right-of-way as close as possible to its original condition, insofar as it may be practical to do so.
3. THAT the service line be buried to a depth of at least 0.5 m below the surface.

4. THAT the Grantee will immediately make a reasonable attempt to notify the Grantor of any leaks from the service line, and for this purpose a letter of notification by registered mail will be deemed sufficient notice seven (7) days after the mailing thereof.
5. THAT all notices hereunder may be given by registered mail addressed to the Grantor at:

Grantee

500 - 5th Avenue S.W.
Calgary, Alberta
T2P 0L7

Attention: Field Land Supervisor

and the Grantee at:

Grantor

Box 263

Virden, Manitoba

ROM 2C0

6. THAT the Grantee will attempt to notify the Grantor in advance of any time that the Grantee intends to enter on the lands, other than for inspection or any emergency situation.
7. THAT notwithstanding the payment of compensation to the Grantor as set out in Schedule "A" and subject to reasonable notice prior to incurring additional cost and expense, the Grantee will compensate and indemnify the Grantor for any additional loss, cost, claim and expense suffered or incurred by the Grantor by reason of damage or loss to persons, crops or property arising by reason of or out of the existence, operation, maintenance or use of the right-of-way.
8. THAT the Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties and privileges hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.
9. THAT this grant is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantee respectively.
10. THAT this grant may be assigned in whole or in part as to all or any portion of the rights and privileges hereby granted and conveyed.
11. THAT the grant may be protected by way of caveat and the Grantee shall upon termination of this grant register a withdrawal of that caveat.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers duly authorized in their behalf both as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

Edward King

SIGNED, SEALED AND DELIVERED)

in the presence of:

David Gordon Hutchison
David Gordon Hutchison

CHEVRON CANADA RESOURCES LIMITED

PER:

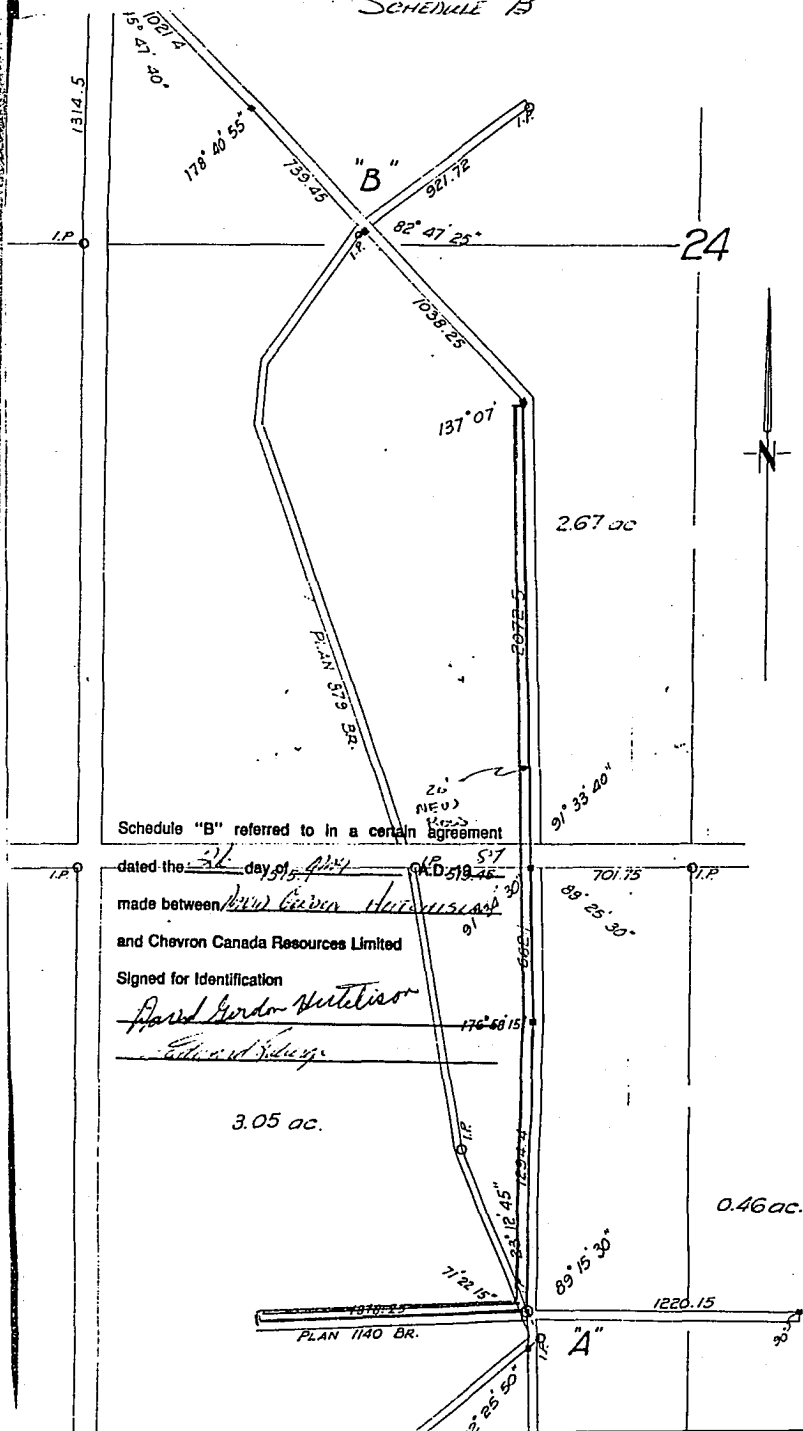
Stewart J. C. C.
MANAGER LAND ADMINISTRATION

PER:

V. E. Sinclair
ASSISTANT SECRETARY

(Manitoba)

SCHEDULE "B"



SCHEDULE "A"

Market Value of Land

Less: Residual value*

$$\begin{array}{r}
 \text{H} \\
 \$ 1.4 \text{ AC} @ \$ 800 = 1,120.00 \\
 \$ 2.8 \text{ AC} @ 365 = 1,022.00 \text{ --- DAMAGE} \\
 \hline
 \text{TOTAL } \$ 2,142.00
 \end{array}$$

Loss of Use

\$ _____

Increased Costs

\$ _____

Inconvenience

\$ _____

\$ _____

Total

\$ _____

* Residual Value: Refers to the value of those rights associated with fee simple ownership that remain with the landowner, the most important of which is the continuing right to farm the land to generate an income. This income or return to land is estimated to support a value that is approximately 50% of the market value of bare land.

If the above compensation is voluntarily agreed to then we are prepared to waive any deduction for residual value.

CONSENT BY WIFE OR HUSBAND

I, _____, wife (husband)
of _____, the Grantor named in
the Instrument(s) above or within written, hereby consent to the making of same by him (her).

Dated this _____ day of _____, A.D. 19____.

Witness: _____ Signature: _____

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by _____, wife of
_____, apart from her husband, to have been voluntarily
executed by her of her own free will and accord and without any compulsion on the part of her husband.
She has further acknowledged that she is aware of the nature and effect of the same.

Dated at _____ in the Province of _____

this _____ day of _____, A.D. 19____.

A Commissioner for Oaths

My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA
PROVINCE OF MANITOBA
TO WIT: }

I, DAVID GORDEN HUTCHISON, of the Town
of VIRIDEN, in the Province of Manitoba, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full
age of twenty-one years.
2. (a) That I have no wife (husband). OR
(b) That the woman who consents as wife to the Instrument(s) above or within written, is the
wife of me, _____, the Grantor.
That the man who consents as husband to the Instrument(s) above or within written is the
husband of me, _____, the Grantor.
- (c) That no part of the land referred to in the Instrument(s) above or within written is or ever
has been the homestead of me, DAVID GORDEN HUTCHISON, the Grantor,
within the meaning of "The Dower Act."
3. That I am the registered owner of the lands described in the within Instrument(s).

SWORN before me at the Town of

VIRIDEN in the Province of

MANITOBA this 26 day

of MAY, A.D. 1987.

E. Howard Salinger
A Commissioner for Oaths

My Commission expires 1988-01-08

CHUCK SUBSISTE

David Gordon Hutchison

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA }

I, CHUCK SUBSISTE, of the City
of CHALMERS, in the Province of Manitoba, make oath and say:

1. That I was personally present and did see the within Instrument(s) and duplicates thereof duly
signed, sealed and executed by DAVID GORDEN HUTCHISON of the
parties thereto, and the within Consent duly signed and executed by DAVID GORDEN HUTCHISON.
2. That the said Instrument(s) and duplicates thereof and Consent were executed at VIRIDEN on 26 day of MAY, 1987.
3. That I know the said party and am satisfied that HE is of the full age of twenty-one years.
4. That I am a subscribing witness to the said Instrument(s) and duplicates and Consent.

SWORN before me at the City of

CHALMERS in the Province of

MANITOBA this 1 day

of JUNE, A.D. 1987.

E. Howard Salinger
A Commissioner for Oaths

My Commission expires _____

BYRON L. PIKE

A Commissioner for Oaths Outside
the Province of Manitoba by Oath
My Appointment expires 1988-07-23

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>APR 28 2004</u> as No. <u>1144577</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1958450 + 1958447</u> <i>K Simon</i> For District Registrar	CAVEAT LAND TITLES OFFICE APR 28 2004 BRANDON, MAN.

APR 31

1144577

CAVEAT Form 18.1

District of Brandon

1. **CAVEATOR(S) include address and postal code**
CHEVRON CANADA LIMITED, 500 - 5TH AVENUE SW, CALGARY AB T2P 0L7

claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. **PARTICULARS OF ESTATE OR INTEREST CLAIMED** By virtue of a Manitoba Right of Way Agreement for the purpose of production of mines and minerals dated September 11, 2003, no term specified, made between RUSSELL GORDON HUTCHISON AND JANE KAY HUTCHISON, as Grantors and CHEVRON CANADA LIMITED as Grantee

see schedule ☐

3. **LAND DESCRIPTION**

PARCEL ONE: SW ¼ 13-11-26 WPM exc all mines and minerals as set forth in Transfer Nos. 122725, 122726 and R15082

PARCEL TWO: NW ¼ 13-11-26 WPM exc all mines and minerals as set forth in Transfers Nos. 119941, 121606 and 1030475

MORTGAGE NUMBER

TITLE NUMBER(S) 1958450 and 1958447

see schedule ☐

4. **NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code**
RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON, both of Box 8, in Virden, Manitoba R0M 2C0

See schedule ☐

5. **ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code**
CHEVRON CANADA LIMITED, 500 - 5TH AVENUE SW
CALGARY, AB T2P 0L7

6. **SIGNATURE OF CAVEATOR(S)**

- That I am the within Agent and the statements herein are true in substance and in fact.
- The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

CHEVRON CANADA LIMITED
PER: KATHY HARVEY

Name

Signature

DATE
Y M D
2004 04 26

Name

Signature

7. **FARM LANDS OWNERSHIP DECLARATION**

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this Instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

- The within land is not farm land as defined in The Farm Lands Ownership Act.

CHEVRON CANADA LIMITED
PER: KATHY HARVEY

Name

Signature

DATE
Y M D
2004 04 26

Caveator or Agent

8. **INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number**
CHEVRON CANADA LIMITED, P.O. BOX 100, VIRDEN, MANITOBA R0M 2C0
PER: KATHY HARVEY (204) 748 - 6334 (Flowline replacement)
5-13-11-26 to 11-13-11-26 WPM)

MAR 23 2011

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>MAR 23 2011</u> as No. <u>1284456</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>8 1958450</u> <u>APrice</u> For District Registrar	LAND TITLES OFFICE MAR 23 2011 BRANDON, MB CAVEAT

1284456

CAVEAT Form 18.1

ENER 48.3

District of BRANDON

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Easement Agreement, dated September 14th, 2010, between, **RUSSELL GORDON HUTCHISON AND JANE KAY HUTCHISON, AS JOINT TENANTS**, as Grantor, and **ENERPLUS CORPORATION**, as Grantee

see schedule ☐

3. LAND DESCRIPTION

THE NORTH WEST QUARTER OF SECTION THIRTEEN (13), IN TOWNSHIP ELEVEN (11), IN RANGE TWENTY-SIX (26), WEST OF THE PRINCIPAL MERIDIAN, IN THE PROVINCE OF MANITOBA, EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 AND 1030475.

TITLE NUMBER(S) 1958450

MORTGAGE NUMBER

see schedule ☐

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

RUSSELL GORDON HUTCHISON AND JANE KAY HUTCHISON
BOX 8, VIRDEN, MANITOBA, R0M 2C0

see schedule ☐

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

...**CANDACE MOHR, AGENT**.....

Name

Signature

DATE

Y M D

2011 02 24

Name

Signature

DATE

Y M D

2011 02 24

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this Instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument)
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

...**CANDACE MOHR, AGENT**.....

Name

Signature

Name

Signature

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. TO BE READ AS INCLUDING ALL Caveators) whether individual or corporate.

MANITOBA EASEMENT

I We, **RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON**, of **VIRIDEN**, in the Province of Manitoba, AS JOINT TENANTS, hereinafter call the "Grantor", being the registered owners 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 NORTH WEST QUARTER OF SECTION THIRTEEN (13)
IN TOWNSHIP ELEVEN (11)
IN RANGE TWENTY-SIX (26)
WEST OF THE PRINCIPAL MERIDIAN
EXCEPTING THEREOUT ALL MINES AND MINERALS**

in the Province of Manitoba as described in Certificate of Title Nos. 1958450 registered in the Manitoba Land Titles Office, hereinafter called the said lands.

In consideration of the sum of Ten—00/100 Dollars (\$10.00) receipt of which is hereby acknowledged paid to me by **ENERPLUS ECT RESOURCES LTD.**, 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 successor 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, powerline or lines, 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, licence, liberty and privilege to enter upon the lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline, powerline or lines and the said appurtenances thereto and hereby covenant and agree to the following term and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land and Titles Office a Plan of Survey of the right-of-way 17 metres 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 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 said 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 **—EIGHT HUNDRED FIFTY—00/100 Dollars (\$850.00)** 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 **Box 1404, Viriden, MB R0M 2C0**, hereinafter 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, the Grantor have hereunto set my hand and seal this 14 day of September, A.D. 2010.

Signed, Sealed and Delivered
by the said Grantor
in the Presence of

Witness: CURTIS DORRIS

Witness: Christine Procter

Russell Gordon Hutchison
RUSSELL GORDON HUTCHISON

Jane Kay Hutchison
JANE KAY HUTCHISON

and by the Grantee

in the Presence of:

ENERPLUS ECT RESOURCES LTD.
BY TS SUCCESSOR IN INTEREST,
ENERPLUS CORPORATION

David Chorney
DAVID CHORNEY
Its Attorney by Power of Attorney Senior Surface Lease Counsel

AFFIDAVIT OF EXECUTION

CANADA) I, CURTIS DOBBYN, of the Town of
)
 PROVINCE OF MANITOBA) Kenville, in the PROVINCE OF MANITOBA.
)
 TO WIT) make oath and say:

- THAT I was personally present and did see RUSSELL GORDON HUTCHISON 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.
- THAT the same was executed at Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
- THAT I know the said RUSSELL GORDON HUTCHISON and he (or she or they or they are each) in my belief, of the full age of eighteen years.

SWORN Before me at the City of Regina)
 in the Province of Saskatchewan, this 29)
 day of September, A.D. 2010.)

[Signature]
 WITNESS - CURTIS DOBBYN

[Signature]
 Candace Ann Mohr
 A Commissioner for Oaths
 Without the Province of Manitoba
 My Commission expires Oct. 1, 2012

CANADA
 PROVINCE OF MANITOBA
 TO WIT:

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached easement. 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 easement.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____ of _____, a Notary Public/Solicitor, certify that I have examined _____ non-owning spouse of _____, the owning spouse, in the attached easement, separate and apart from the owning spouse.

The non-owning spouse acknowledged to me that he/she:

- 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
- understands his/her rights in the homestead.

DATED this _____ day of _____, 2010.

AFFIDAVIT BY MAKER OF INSTRUMENT

PROVINCE OF MANITOBA) I, RUSSELL GORDON HUTCHISON of VIRIDEN
)
 TO WIT) in the PROVINCE OF MANITOBA,
) make oath and say:

- THAT I am (one of) the Grantor(s) named in the instrument.
- THAT I have no spouse or common-law partner.
- THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner.
- THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor.
- THAT my co-Grantor is my spouse or common-law partner.

SWORN before me at the Town of Virden)
 in the Province of Manitoba, this 14)
 day of September, A.D. 2010.)

[Signature]
 RUSSELL GORDON HUTCHISON

[Signature]
 Curtis Walter Dobbyn
 A Commissioner for Oaths Inside / Outside
 the Province of Manitoba
 My Commission expires Dec. 14, 2011

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF MANITOBA

TOWH

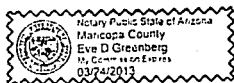
I, Christine Procter of the city of Phoenix in the STATE OF Arizona make oath and say:

- THAT I was personally present and did see JANE KAY HUTCHISON 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
- THAT the same was executed at Phoenix in the State of Arizona and that I am the subscribing witness thereto
- THAT I know the said JANE KAY HUTCHISON 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 Phoenix in the State of Arizona this 31st day of August A.D. 2010.

Christine Procter
WITNESS -

Eve D Greenberg
A Notary Public for the State of Arizona
My Appointment Expires: 3/24/2013



CANADA

PROVINCE OF MANITOBA

TOWH

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached easement. 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 easement.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, of _____, a Notary Public Solicitor, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached easement, 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 _____, 2010

AFFIDAVIT BY MAKER OF INSTRUMENT

PROVINCE OF MANITOBA

TOWH

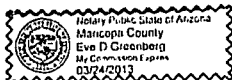
I, JANE KAY HUTCHISON of VIRDEN in the PROVINCE OF MANITOBA, make oath and say:

- THAT I am (one of) the Grantor(s) named in the instrument
- THAT I have no spouse or common-law partner.
- THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner
- THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor.
- THAT my co-Grantor is my spouse or common-law partner.

SWORN Before me at the city of Phoenix in the State of Arizona this 31st day of August A.D. 2010.

Eve D Greenberg
A Notary Public for the State of Arizona
My Appointment Expires: 3/24/2013

Jane Kay Hutchison
JANE KAY HUTCHISON



VOLUNTARY THREE DAY WAIVER FORM

(Section 18(1) The Surface Rights Act)

I we, RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON of Virden, in the Province of Manitoba, hereby consent to waive the three-day waiting period pursuant to Section 18(2) of The Surface Rights Act on NW 13-11-26-WPM.

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

It is further understood that the signing of this consent form is voluntary and I/we acknowledge that by waiving this requirement, I/we are foregoing the opportunity to seek legal advice and other pertinent information prior to the signing of the lease.

Dated at Virden, in the Province of Manitoba, this 14 day of September, 2010.

Witness:

Signed:

CURTIS DOBBYN

RUSSELL GORDON HUTCHISON

Dated at Phoenix, in the State of Arizona, this 31st day of August, 2010.

Witness:

Signed:

Christine Rivett

JANE KAY HUTCHISON

PERSONAL INFORMATION

POLICY DISCLOSURE STATEMENT AND CONSENT

Re: Manitoba Easement Agreement between Enerplus ECT Resources Ltd. and Russell Gordon Hutchison and Jane Kay Hutchison

Personal information provided by you verbally (or on this form, the attached lease, the attached right of way agreement) as (landowner, occupant, a contributor to the consultation process), or subsequently, is maintained in a separate file for the purposes of administering (your lease, your right of way agreement, an emergency response plan, a record of consultation) in Enerplus ECT Resources Ltd. Enerplus ECT Resources Ltd. (or any of its successors) may disclose this information to third parties for this purpose, and as required or permitted by law. Your file will be located at 3000, 333 7th Avenue S.W., Calgary, Alberta. Only Enerplus ECT Resources Ltd. and its affiliates' employees, and its authorized representatives who have a need to access your file in carrying out their responsibilities will have such access. Your signature on this form constitutes your consent to our continued maintenance of your file and to the use and disclosure of the personal information in your file to third parties for the purposes set out above. If you wish to access your file, request a correction to your file or make a complaint or inquiry, you should contact Enerplus.

Date

September 14, 2010

RUSSELL GORDON HUTCHISON

Date

August 31, 2010

JANE KAY HUTCHISON

OCT - 7 2011

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>OCT 04 2011</u> as No. <u>1297160</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1958450</u> <u><i>[Signature]</i></u> For District Registrar	CAVEAT LAND TITLES OFFICE OCT 04 2011 BRANDON, MB

2/2 1297160

CAVEAT Form 18.1

ENER 237

District of BRANDON

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Easement Agreement, dated June 13th, 2011, between **RUSSELL GORDON HUTCHISON** and **JANE KAY HUTCHISON**, AS JOINT TENANTS, as Grantor, and **ENERPLUS CORPORATION**, as Grantee

see schedule ☐

3. LAND DESCRIPTION

THE NORTH WEST QUARTER OF SECTION THIRTEEN (13), IN TOWNSHIP ELEVEN (11), IN RANGE TWENTY-SIX (26), WEST OF THE PRINCIPAL MERIDIAN, IN THE PROVINCE OF MANITOBA, EXC: ALL MINES AND MINERALS AS SET FORTH IN TRANSFER NOS. 119941, 121606 AND 1030475

all ✓
TITLE NUMBER(S) **1958450**

MORTGAGE NUMBER

see schedule ☐

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

RUSSELL GORDON HUTCHISON AND **JANE KAY HUTCHISON**
BOX 8, VIRDEN, MANITOBA, R0M 2C0

see schedule ☐

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

...**CANDACE MOHR, AGENT**.....

Name

Signature

DATE

Y M D

2011 08 29

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

...**CANDACE MOHR, AGENT**.....

Name

Signature

DATE

Y M D

2011 08 29

Name

Signature

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. "I" TO BE READ AS INCLUDING ALL CAVEATORS (whether individual or corporate).

MANITOBA EASEMENT

File ENER 237
Enmaplus File: E013489

I/We, **RUSSELL GORDON HUTCHISON AND JANE KAY HUTCHISON**, of **VIRDEN** in the Province of Manitoba, AS JOINT TENANTS, hereinafter call the "Grantor", being the registered owners 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 NORTH WEST QUARTER OF SECTION THIRTEEN (13)
IN TOWNSHIP ELEVEN (11)
IN RANGE TWENTY-SIX (26)
WEST OF THE PRINCIPAL MERIDIAN
EXCEPTING THEREOUT ALL MINES AND MINERALS**

in the Province of Manitoba as described in Certificate of Title No. 1958450 registered in the Manitoba Land Titles Office, hereinafter called the said lands.

In consideration of the sum of Ten—00/00 Dollars (\$10.00) (receipt of which is hereby acknowledged) paid to me by **ENERPLUS 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 successor 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 trips, meters, connections, cathodic protection apparatus, powerline or lines, 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, licence, liberty and privilege to enter upon the lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline, powerline or lines and the said appurtenances thereto and hereby covenant and agree to the following term and conditions:

- Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 10 metres 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 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 said documents as may be necessary to effect a termination of its rights under this instrument.
- 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.
- 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 EIGHT HUNDRED FIFTY—00/100 Dollars (\$850.00) 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- All notices and payments to be made hereunder may be made by a letter addressed to the parties at **Box 8, Virden, Manitoba, R0M 2C0**, hereto to 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.
- 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 12 day of June, A.D. 2011.

Signed, Sealed and Delivered
by the said Grantor
in the presence of:

Witness: **CURTIS DOBBYN**

Witness:

and by the Grantee

in the presence of:

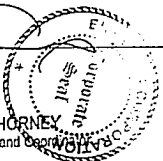
RUSSELL GORDON HUTCHISON

JANE KAY HUTCHISON

ENERPLUS CORPORATION

Its Attorney by Power of Attorney

DAVID CHORNEY
Senior Surface Land Coordinator



AFFIDAVIT OF EXECUTION

CANADA) I, CURTIS DOBBYN, of the Town of KENVILLE,
)
 PROVINCE OF MANITOBA) in the PROVINCE OF MANITOBA,
)
 TO WIT) LANDMAN, (occupation) make oath and say:

- THAT I was personally present and did see RUSSELL GORDON HUTCHISON 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.
- THAT the same was executed at Virden in the Province of Manitoba, and that I am the subscribing witness thereto.
- THAT I know the said RUSSELL GORDON HUTCHISON 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 Regina)
 in the Province of Saskatchewan, this 16)
 day of June A.D. 2011)

CURTIS DOBBYN

Candace Ann Mohr
 A Commissioner for Oaths
 Without the Province of Manitoba
 My Commission expires Oct. 1, 2012

CANADA
 PROVINCE OF MANITOBA
 TO WIT:

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached easement. 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 easement.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____ of _____, a Notary Public/Solicitor, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached easement, separate and apart from the owning spouse.

The non-owning spouse acknowledged to me that he/she:

- 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
- understands his/her rights in the homestead.

DATED this _____ day of _____, 2011.

AFFIDAVIT BY MAKER OF INSTRUMENT

PROVINCE OF MANITOBA) I, RUSSELL GORDON HUTCHISON of VIRDEN
) in the PROVINCE OF MANITOBA,
 TO WIT) make oath and say:

- THAT I am (one of) the Grantor(s) named in the instrument.
- THAT I have no spouse or common-law partner, or
- THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner, or
- THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor, or
- THAT my co-Grantor is my spouse or common-law partner.

SWORN Before me at the Town of Virden)
 in the Province of Manitoba, this 13)
 day of June A.D. 2011.)

RUSSELL GORDON HUTCHISON

Curtis Walter Dobbyn
 A Commissioner for Oaths Inside / Outside
 My Commission expires Dec. 14, 2011

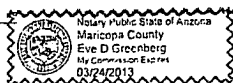
AFFIDAVIT OF EXECUTION

CANADA)
)
 PROVINCE OF MANITOBA)
)
 TO WIT) make oath and say:

1. THAT I was personally present and did see JANE KAY HUTCHISON 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 Phoenix, in the State of Arizona, U.S.A. and that I am the subscribing witness thereto.
3. THAT I know the said JANE KAY HUTCHISON 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 Phoenix)
 in the State of Arizona, U.S.A., this 7th)
 day of June, A.D. 2011.) Christine Proctor
 WITNESS -

Eve D Greenberg
 A Notary Public for the State of Arizona, U.S.A.
 My Appointment Expires: 3/24/2013



AFFIDAVIT BY MAKER OF INSTRUMENT

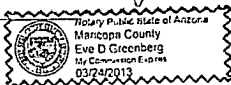
PROVINCE OF MANITOBA)
)
 TO WIT) make oath and say:

1. THAT I am (one of) the Grantor(s) named in the instrument.
2. THAT I have no spouse or common-law partner.
2. THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner.
2. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor.
2. THAT my co-Grantor is my spouse or common-law partner.

SWORN Before me at the city of Phoenix)
 in the State of Arizona, U.S.A., this 7th)
 day of June, A.D. 2011.)

Jane Kay Hutchison
 JANE KAY HUTCHISON

Eve D Greenberg
 A Notary Public for the State of Arizona, U.S.A.
 My Appointment Expires: 3/24/2013



VOLUNTARY THREE DAY WAIVER FORM
 (Section 18(1) The Surface Rights Act)

I we, RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON of VIRDEN in the Province of Manitoba, hereby consent to waive the three-day waiting period pursuant to Section 18(2) of The Surface Rights Act on NW 13-11-26-WPM.

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

It is further understood that the signing of this consent form is voluntary and I/we acknowledge that by waiving this requirement, I/we are foregoing the opportunity to seek legal advice and other pertinent information prior to the signing of the lease.

Dated at Virden, in the Province of Manitoba, this 13 day of June, 2011.

Witness:
Curtis Dobbin

Signed:
Russell Gordon Hutchison
 RUSSELL GORDON HUTCHISON

Dated at Phoenix, in the State of Arizona, U.S.A., this 7th day of June, 2011.

Witness:
Christine Proctor

Signed:
Jane Kay Hutchison
 JANE KAY HUTCHISON

PERSONAL INFORMATION
POLICY DISCLOSURE STATEMENT AND CONSENT

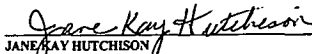
Re: Substitution of Plan for Manitoba Easement Agreement between Enerplus Corporation and Russell Gordon Hutchison and Jane Kay Hutchison

Personal information provided by you verbally (or on this form, the attached lease, the attached right of way agreement) as (landowner; occupant; a contributor to the consultation process), or subsequently, is maintained in a separate file for the purposes of administering (your lease; your right of way agreement; an emergency response plan; a record of consultation) in Enerplus Corporation. Enerplus Corporation (or any of its successors) may disclose this information to third parties for this purpose, and as required or permitted by law. Your file will be located at 3000, 333 7th Avenue S.W., Calgary, Alberta. Only Enerplus Corporation and its affiliates' employees, and its authorized representatives who have a need to access your file in carrying out their responsibilities will have such access. Your signature on this form constitutes your consent to our continued maintenance of your file and to the use and disclosure of the personal information in your file to third parties for the purposes set out above. If you wish to access your file, request a correction to your file or make a complaint or inquiry, you should contact Enerplus.

June 13, 2011
Date


RUSSELL GORDON HUTCHISON

June 7, 2011
Date

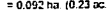

JANE KAY HUTCHISON

Scale - 1 : 5000

OWNER, Jane Kay Hutchison

Line Key +

3



Toll Free: 1-800-453-8233
www.mitsubishicorp.com

Initials: KD - TJ - PFS

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>OCT 04 2011</u> as No. <u>1297166</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1958450</u> <u>[Signature]</u> For District Registrar	CAVEAT LAND TITLES OFFICE OCT 04 2011 BRANDON, MB

OCT 11 2011

1297166

CAVEAT Form 18.1

ENER 228

District of BRANDON

129766

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Substitution of Plan for Manitoba Easement Agreement, dated June 13th, 2011, between, **RUSSELL GORDON HUTCHISON** and **JANE KAY HUTCHISON**, AS JOINT TENANTS, as Grantor, and **ENERPLUS CORPORATION**, as Grantee

see schedule ☐

3. LAND DESCRIPTION

THE NORTH WEST QUARTER OF SECTION THIRTEEN (13), IN TOWNSHIP ELEVEN (11), IN RANGE TWENTY-SIX (26), WEST OF THE PRINCIPAL MERIDIAN, IN THE PROVINCE OF MANITOBA, EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 AND 1030475.

all

MORTGAGE NUMBER

TITLE NUMBER(S) **1958450**

see schedule ☐

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

RUSSELL GORDON HUTCHISON AND **JANE KAY HUTCHISON**
BOX 8, VIRDEN, MANITOBA, R0M 2C0

see schedule ☐

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

...**CANDACE MOHR, AGENT**...

Name

Signature

DATE

Y M D

2011 06 22

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

...**CANDACE MOHR, AGENT**...

Name

Signature

DATE

Y M D

2011 06 22

Name

Signature

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. "I" TO BE READ AS INCLUDING ALL Caveators) whether individual or corporate.

SUBSTITUTION OF PLAN FOR MANITOBA EASEMENT AGREEMENT

THIS AGREEMENT made as of this 13 day of June, A.D. 2011

BETWEEN:

RUSSELL GORDON HUTCHISON AND JANE KAY HUTCHISON
of VIRDEN, in the Province of MANITOBA, AS JOINT TENANTS
(in this Agreement called the "Grantor")

OF THE FIRST PART

- and -

ENERPLUS CORPORATION
(in this Agreement called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor and the Grantee entered into to a Manitoba Easement Agreement dated the 14th day of September A.D. 2010 (in this Agreement called "the Right of Way"), in respect of the Right of Way shown on the plans attached to and forming part of the Right of Way; and

WHEREAS changes have occurred on a part of the lands within the existing Right of Way described as:

THE NORTH WEST QUARTER OF SECTION THIRTEEN (13)
IN TOWNSHIP ELEVEN (11)
IN RANGE TWENTY-SIX (26)
WEST OF THE PRINCIPAL MERIDIAN
EXCEPTING THEREOUT ALL MINES AND MINERALS

NOW THEREFORE THE GRANTOR AND GRANTEE AGREE:

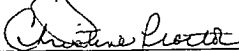
1. In consideration of the sum of One Thousand seven Hundred Fifty - ~~86~~ Dollars (\$ 1750.00) paid by the Grantee to the Grantor (the receipt and sufficiency of which are acknowledged) the parties agree to modify the Right of Way as provided in clause 2 hereof.
2. The survey plan(s) attached to and forming part of the Right of Way for these lands dated the 27th day of May A.D. 2010 are hereby deleted from the Right of Way, and the survey plans attached to this Agreement dated the 6th day of May, A.D. 2011 are substituted therefore.
3. In all other respects the Right of Way is hereby ratified and confirmed.

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

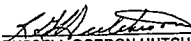
SIGNED, SEALED AND DELIVERED

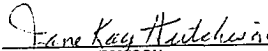
by the above named Grantor in the presence of:


Witness: CURTIS DOBBYN


Witness:

GRANTOR


RUSSELL GORDON HUTCHISON


JANE KAY HUTCHISON

GRANTEE

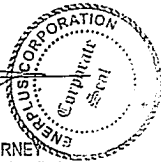
ENERPLUS CORPORATION

and by the Grantee

in the Presence of: _____

Its Attorney by Power of Attorney

DAVID CHORNEY
Land Coordinator



AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF MANITOBA)
TO WIT) I, CURTIS DOBBYN, of the Town of KENVILLE,
in the PROVINCE OF MANITOBA,
LANDMAN, (occupation) make oath and say:

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON 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 Virden in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and ~~my~~ (or she) is (or they are each) in my belief, of the full age of eighteen years.

SWORN Before me at the City of Regina)
in the Province of Saskatchewan, this 16)
day of June A.D. 2011.)

Curtis Dobbyn
CURTIS DOBBYN

Candace Ann Mohr
A Commissioner for Oaths
Without the Province of Manitoba
My Commission expires Oct. 1, 2012

CANADA
PROVINCE OF MANITOBA
TO WIT:

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached easement. 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 easement.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, of _____, a Notary Public/Solicitor, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached easement, 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 _____, 2011.

AFFIDAVIT BY MAKER OF INSTRUMENT

PROVINCE OF MANITOBA)
TO WIT) I, RUSSELL GORDON HUTCHISON of VIRDEN
in the PROVINCE OF MANITOBA,
make oath and say:

1. THAT I am (one of) the Grantor(s) named in the instrument.
2. ~~THAT I have no spouse or common-law partner.~~
or
2. ~~THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner.~~
or
2. ~~THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor.~~
or
2. THAT my co-Grantor is my spouse or common-law partner.

SWORN Before me at the Town of Virden)
in the Province of Manitoba, this 15)
day of July A.D. 2011.)

Russell Gordon Hutchison
RUSSELL GORDON HUTCHISON

Curtis Walter Dobbyn
A Commissioner for Oaths Inside / Outside
the Province of Manitoba
My Commission expires Dec. 14, 2011

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF MANITOBA)
 TO WIT)

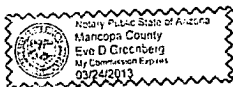
I, CHRISTINE PROCTOR of the city of Phoenix in the STATE OF Arizona U.S.A.
 make oath and say:

1. THAT I was personally present and did see JANE KAY HUTCHISON 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 Phoenix in the State of Arizona U.S.A. and that I am the subscribing witness thereto.
3. THAT I know the said JANE KAY HUTCHISON 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 Phoenix in the State of Arizona U.S.A., this 24th day of May A.D. 2011.

Christine Proctor
 WITNESS -

Eve D Greenberg
 A Notary Public for the State of Arizona, U.S.A.
 My Appointment Expires: 3/24/2013



AFFIDAVIT BY MAKER OF INSTRUMENT

PROVINCE OF MANITOBA)
 TO WIT)

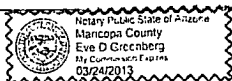
I, JANE KAY HUTCHISON of VIRDEN in the PROVINCE OF MANITOBA, make oath and say:

1. THAT I am (one of) the Grantor(s) named in the instrument.
2. THAT I have no spouse or common-law partner.
2. THAT the person who consents as spouse or common-law partner to the within instrument is my spouse or common-law partner.
2. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor.
2. THAT my co-Grantor is my spouse or common-law partner.

SWORN Before me at the city of Phoenix in the State of Arizona U.S.A., this 24th day of May A.D. 2011.

Jane Kay Hutchison
 JANE KAY HUTCHISON

Eve D Greenberg
 A Notary Public for the State of Arizona, U.S.A.
 My Appointment Expires: 3/24/2013



VOLUNTARY THREE DAY WAIVER FORM
 (Section 18(1) The Surface Rights Act)

I/We, RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON of VIRDEN in the Province of Manitoba, hereby consent to waive the three-day waiting period pursuant to Section 18(2) of The Surface Rights Act on NW 13-11-26-WPM.

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

It is further understood that the signing of this consent form is voluntary and I/we acknowledge that by waiving this requirement, I/we am/are foregoing the opportunity to seek legal advice and other pertinent information prior to the signing of the lease.

Dated at Virden in the Province of Manitoba, this 13 day of June 2011.

Witness:
CURTIS DOBBSYN

Signed:
RUSSELL GORDON HUTCHISON

Dated at Phoenix in the State of Arizona, U.S.A., this 24th day of May 2011.

Witness:
Christine Proctor

Signed:
Jane Kay Hutchison
 JANE KAY HUTCHISON

PERSONAL INFORMATION
POLICY DISCLOSURE STATEMENT AND CONSENT

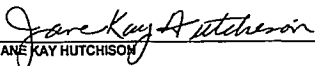
Re: Substitution of Plan for Manitoba Easement Agreement between Enerplus Corporation and Russell Gordon Hutchison and Jane Kay Hutchison

Personal information provided by you verbally (or on this form, the attached lease, the attached right of way agreement) as (landowner; occupant; a contributor to the consultation process), or subsequently, is maintained in a separate file for the purposes of administering your lease; your right of way agreement; an emergency response plan; a record of consultation) in Enerplus Corporation. Enerplus Corporation (or any of its successors) may disclose this information to third parties for this purpose, and as required or permitted by law. Your file will be located at 3000, 333 7th Avenue S.W., Calgary, Alberta. Only Enerplus Corporation and its affiliates' employees, and its authorized representatives who have a need to access your file in carrying out their responsibilities will have such access. Your signature on this form constitutes your consent to our continued maintenance of your file and to the use and disclosure of the personal information in your file to third parties for the purposes set out above. If you wish to access your file, request a correction to your file or make a complaint or inquiry, you should contact Enerplus.

Date June 13, 2011


RUSSELL GORDON HUTCHISON

Date May 24, 2011


JANE KAY HUTCHISON

enerPLUS

CORPORATION

INDIVIDUAL OWNERSHIP PLAN

Showing

RIGHT-OF-WAY

in

N.W.1/4 Sec.13 - Twp. 11 - Rge.26WPM.

Scale - 1 : 5000

Portions referred to outlined thus :

Bearings are NAD 83 UTM Grid Bearings referred to the Central Meridian 99° W, and were derived by G.P.S.

TITLE No. : 1958450

OWNER : Russell Gordon Hutchison

OWNER : Jane Kay Hutchison

I/We, the landowner(s), consent to the location of the Right(s)-of-Way as shown and have no objections to The Manitoba Petroleum Branch of Manitoba Mines and Minerals Issuing an Underground Facility and/or construction permit

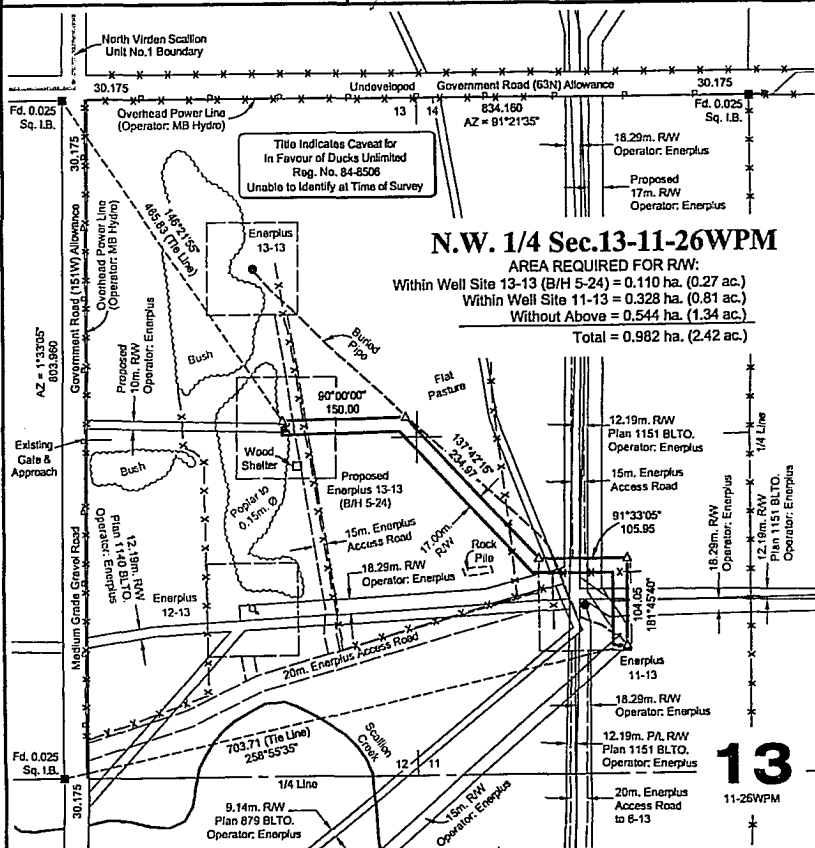
Dated this 13 day of June 2011

Russell Gordon Hutchison

Jane Kay Hutchison

Witness

Witness



Altus Geomatics
Manitoba

Toll Free: 1-800-465-4233
www.altusgeomatics.com

I.O.P. No.: 1 SEGMENT:

Client File No: E013346 AFE No: AD110107

REV. Revisor:

Date: May 6, 2011 Job No: 138423-V

File: 138423P Initials: KD - TJ - PFS

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration	
Registered this date <u>JAN 12 2012</u>	
as No. <u>1303979/2</u>	
I certify that the within instrument was registered in the	
<u>BRANDON</u> Land Titles Office and entered on	
Title No. <u>1958430/2</u>	
<u>K. Smith</u> For District Registrar	

CAVEAT

LAND TITLES OFFICE
 JAN 12 2012
 BRANDON, MB

1/4

1303979/2

MAR 11 2012

CAVEAT Form 18.1

S035817

District of **BRANDON**

1303979/2

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, (successor in interest to **ENERPLUS ECT RESOURCES LTD**) of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Surface Lease, dated August 3, 2007 and effective August 15, 2007 for a term of Twenty-One Years between, Russell Gordon Hutchison and Jane Kay Hutchison, as Lessor, and **ENERPLUS ECT RESOURCES LTD.** as Lessee

see schedule

3. LAND DESCRIPTION

NW ¼ 13-11-26 WPM

EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 and 1030475

MORTGAGE NUMBER

TITLE NUMBER(S) 1958450

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

Russell Gordon Hutchison and Jane Kay Hutchison

Box 8 Virden, MB R0M 2C0

see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D

2011 12 14

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D

2011 12 14

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>JAN 12 2012</u> as No. <u>1303980/2</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1958450/2</u> <i>Kumuk</i> For District Registrar	CAVEAT LAND TITLES OFFICE JAN 12 2012 BRANDON, MB

MAR 01 2012

2/4

1303980/2

CAVEAT Form 18.1

S027177

District of **BRANDON**

12039802

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, (successor in interest to **ENERPLUS ECT RESOURCES LTD**) of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

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see schedule

3. LAND DESCRIPTION

NW 1/4 13-11-26 WPMY

EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 and 1030475

MORTGAGE NUMBER

TITLE NUMBER(S) 1958450

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

Russell Gordon Hutchison and Jane Kay Hutchison

Box 8 Virden, MB R0M 2C0

see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D

2011 12 14

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

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2. The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D

2011 12 14

Name

Signature

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number:

MAMMOTH LAND SERVICES LTD., 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

IMPORTANT NOTICE:

SEMI-ANNUAL INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE
TO BE READ AS INCLUDING ALL Caveator(s) whether individual or corporate

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>JAN 12 2012</u> as No. <u>1303981/2</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1958450/2</u> <u>Kleinsch</u> For District Registrar	CAVEAT LAND TITLES OFFICE JAN 12 2012 BRANDON, MD

MAR 01 2012

3/4

1303981/2

CAVEAT Form 18.1

S027175

District of **BRANDON**

130 3981/2

1. CAVEATOR(S) include address and postal code

I (We), **ENERPLUS CORPORATION**, (successor in interest to **ENERPLUS ECT RESOURCES LTD**) of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, claim an interest in the following land or mortgage, and I (We) forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Surface Lease, dated August 3, 2007 and effective August 15, 2007 for a term of Twenty-One Years between, **Russell Gordon Hutchison and Jane Kay Hutchison**, as Lessor, and **ENERPLUS ECT RESOURCES LTD.** as Lessee

see schedule

3. LAND DESCRIPTION

NW ¼ 13-11-26 WPM

EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 and 1030475

MORTGAGE NUMBER

TITLE NUMBER(S) 1958450

see schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code

Russell Gordon Hutchison and Jane Kay Hutchison

Box 8 Virden, MB R0M 2C0

see schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code

3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1

6. SIGNATURE OF CAVEATOR(S)

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DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D
2011 12 14

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

BY VIRTUE OF ☐ Agreement to Purchase ☒ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

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3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
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6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)

Particulars:

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D
2011 12 14

Name

Signature

Caveator or Agent

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number

MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

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IMPORTANT NOTICE:

NOTE: THIS DOCUMENT IS PLURAL AND VICE VERSA WHERE APPLICABLE. IT IS TO BE READ AS INCLUDING ALL Caveator(s) whether individual or corporate.

**1. AGENT**☒ This caveat will be signed by an agent☐ Individual ☒ Corporation

Corporation Name

Prairie Land & Investment Services Ltd.

2. CAVEATOR☐ Individual☒ Corporation

Corporation Name

Corex Resources Ltd.

Address for Service

3100, 525 - 8th Avenue S.W.

City Calgary

Province Alberta

Country Canada

Postal Code T2P 1G1

☐ Government and Government Agency☐ The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*☐ Executor, Administrator, Trustee**3. ESTATE OR INTEREST IN LAND CLAIMED**

Estate or Interest in land Claimed

Surface Lease

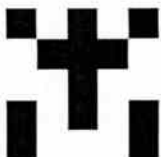
Term of Lease

☒ The expiry date of the term together with all renewals: 2059-09-11 (YYYY-MM-DD)☐ This lease does not have an expiry date. It expires following notice.☐ The actual expiry date cannot be determined at this time.Other expiry
details:

Surface leases are agreements that secure an operator's interest in a specific piece of land for the purpose of exploring for or producing minerals.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.



Do not alter or staple this form

2. The 32 character control number below is present and identical on all pages.

8E97-5D8E-4FCC-4EBE-F172-24C3-D36C-1CA7

3. All 3 Caveat content pages are present.

**4. BASIS FOR CLAIM**

A Manitoba Surface Lease made effective on the 11th day of September 2017, between Russell Gordon Hutchison (as Lessor) and Corex Resources Ltd. (as Lessee) for the term of 21 years or as long as there is a producing well for the purpose of extracting oil

☐ Copy of agreement or supporting documents attached

5. LEGAL DESCRIPTION

Land 1

- ☒ All or part of a title
☐ All units in a condominium plan
☐ All lots, blocks and parcels in a plan
☒ Current title number ☐ Issuing from title number

2672093/2

☒ All ☐ Part

Land Description

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS NOS. 119941, 121606 AND 1030475

Names of all registered owners. Indicate if their interests are affected:

- ☒ All registered owners' interests are affected
☒ Individual ☐ Corporation ☐ Government and Government Agency ☐ Estate ☐ Religious Society ☐ Cemetery Trust

Given Name

RUSSELL

Middle Names

GORDON

Surname

HUTCHISON

☒ Interests Affected

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

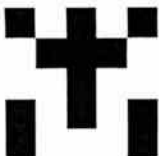
7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

- ☒ The within land is not farm land as defined in *The Farm Lands Ownership Act*.

For your protection, ensure the following before signing:

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Do not alter or staple this form

2. The 32 character control number below is present and identical on all pages.

8E97-5D8E-4FCC-4EBE-F172-24C3-D36C-1CA7

3. All 3 Caveat content pages are present.



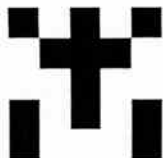
8. INSTRUMENT PREPARED BY

Given Name	DAYLENE	Middle Names	MARY-JANE	Surname	BOULDING		
Company	PRAIRIE LAND & INVESTMENT SERVICES LTD.						
Telephone +	1	306	7575600	Extension		E-Mail	daylene@prairie-land.com
File Number	Corex #810/S1420			Description	S1420- 13-13-11-26-W1M Wellsite		

i If you want to change the registration form now that the signature pages have been created, you must unlock the electronic version of the form and remove the signature pages. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

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8E97-5D8E-4FCC-4EBE-F172-24C3-D36C-1CA7

3. All 3 Caveat content pages are present.



SIGNATURE AND EVIDENCE

1. Prairie Land & Investment Services Ltd. is the agent of the caveators and the statements made in this caveat are true in substance and fact.
2. I personally believe the within caveators have a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

Signature

Date

2017-09-26

(YYYY-MM-DD)

Name

Allyce Cormack

Position

Administrative Assistant

Agent

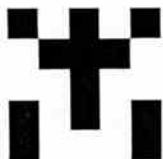
Prairie Land & Investment Services Ltd.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

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8E97-5D8E-4FCC-4EBE-F172-24C3-D36C-1CA7

3. All 3 Caveat content pages are present.

Document Review



Registration #	Type	New Titles
1421965/2	Caveat	
Notes		

**1. AGENT**☒ This caveat will be signed by an agent☐ Individual ☒ Corporation

Corporation Name

Prairie Land & Investment Services Ltd.

2. CAVEATOR☐ Individual  Full legal name required☒ Corporation

Corporation Name

Corex Resources Ltd.



Address for Service

3100, 525 - 8th Avenue S.W.

City

Calgary

Province

Alberta

Country

Canada

Postal Code

T2P 1G1

☐ Government and Government Agency☐ The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*☐ Executor, Administrator, Trustee**3. ESTATE OR INTEREST IN LAND CLAIMED**

Estate or Interest in Land Claimed

Surface Lease



Term of Lease

☒ The expiry date of the term together with all renewals: 2060-07-26 (YYYY-MM-DD)☐ This lease does not have an expiry date. It expires following notice.☐ The actual expiry date cannot be determined at this time.Other expiry
details: Surface leases are agreements that secure an operator's interest in a specific piece of land for the purpose of exploring for or producing minerals.**For your protection, ensure the following before signing:**

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2. The 32 character control number below is present and identical on all pages.

E576-B05A-4984-47F6-C89A-D13A-0B2B-37D9

3. All 3 Caveat content pages are present.

**4. BASIS FOR CLAIM**

A Manitoba Surface Lease made effective on the 27th day of July 2018, between RUSSELL GORDON HUTCHISON (as Lessor) and Corex Resources Ltd. (as Lessee) for the term of 21 years or as long as there is a producing well for the purpose of extracting oil

☐ Copy of agreement or supporting documents attached

5. LEGAL DESCRIPTION

Land 1

☒ All or part of a title

☒ Current title number ☐ Issuing from title number

2672093/2

☒ All

☐ Part

Land Description

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.

☐ All units in a condominium plan

☐ All lots, blocks and parcels in a plan

Names of all registered owners. Indicate if their interests are affected:

☒ All registered owners' interests are affected

☒ Individual ☐ Corporation ☐ Government and Government Agency ☐ Estate ☐ Religious Society ☐ Cemetery Trust

Given Name

RUSSELL

Middle Names

GORDON

Surname

HUTCHISON

Suffix

☒ Interests Affected

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

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E576-B05A-4984-47F6-C89A-D13A-0B2B-37D9

3. All 3 Caveat content pages are present.



8. INSTRUMENT PREPARED BY

Given Name	DAYLENE	Middle Names	MARY-JANE	Surname	BOULDING	Suffix	
Company	PRAIRIE LAND & INVESTMENT SERVICES LTD.						
Telephone +	1	306	7575600	Extension		E-Mail	daylene@prairie-land.com
File Number	Corex #985/S1468			Description	S1468 - 14-13-11-26-WPM Wellsite and Access Road		

Unlock Form and Remove Signature Pages

Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

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SIGNATURE AND EVIDENCE

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2. I personally believe the within caveators have a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

Signature

Date

2018-08-14

(YYYY-MM-DD)

Name

DAYLENE MARY-JANE BOULDING

Position

SURFACE ADMINISTRATOR

Agent

Prairie Land & Investment Services Ltd.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

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3. All 3 Caveat content pages are present.

Do not alter or staple this form



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5. Additional evidence

Signature

Date

2018-08-14

(YYYY-MM-DD)

Name

DAYLENE MARY-JANE BOULDING

Position

SURFACE ADMINISTRATOR

Agent

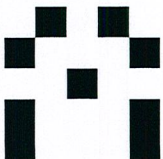
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3. All 3 Caveat content pages are present.

Do not alter or staple this form

Signature Page 1 of 1 for Prairie Land & Investment Services Ltd.

Brenda Ammeter

From: Brenda Ammeter
Sent: August 22, 2018 2:12 PM
To: Mineral Admin
Subject: file Corex 985

Hi John,

I require a correction for the above-named file.

Date: August 22, 2018 **REJECTION DATE** September 6, 2018

INSTRUMENT REGISTRATION NUMBER:	1434968/2
INSTRUMENT TYPE:	Caveat

Nature of the Deficiency

Box 5 – there is a new title number (2964515/2). Please send a correction letter to insert the new title number

Box 5 – All current registered owners of the land need to be shown and indicated whether their interests are affected or not. Please send a correction letter to show all current owners and if their interests are affected. Please amend Box 4 to include missing owners if applicable.

Thank you,

Brenda Ammeter | Document Examiner | The Property Registry
B21 - 25 Tupper Street North | Portage la Prairie MB | R1N 3K1
(204) 239-3309 | brenda.ammeter@tprmb.ca | www.tprmb.ca

If you do not wish to receive future marketing emails, please email us at tprclient@tprmb.ca and indicate your request to be removed from our marketing email list. Please note that even if you unsubscribe you may still receive certain emails as permitted by law. Contact The Property Registry at 276 Portage Avenue, Winnipeg MB R3C 0B6 or www.tprmb.ca.

Brenda Ammeter

To: Daylene Boulding
Subject: RE: file Corex 985

From: Daylene Boulding [<mailto:daylene@prairie-land.com>]
Sent: September 14, 2018 10:29 AM
To: Brenda Ammeter
Subject: RE: file Corex 985

September 14, 2018

BRANDON LAND TITLES OFFICE
705 Princess Avenue
Brandon, Manitoba
R7A 0P4

Attention: Brenda

via Email: brenda.ammeter@tprmb.ca

Dear Brenda:

Re: CAVEAT REGISTRATION
NW 13-11-26-W1M - 1434968/2
RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON
Our File: 985/S1468

Please be advised there was an error in **Box 4 and Box 5**, this correction is a typographical error and will not change the substance of the document.

Please amend the basis of claim in Box 4 to read:

A Manitoba Surface Lease made effective on the 27th day of July 2018, between RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON (as Lessor) and Corex Resources Ltd. (as Lessee) for the term of 21 years or as long as there is a producing well for the purpose of extracting oil

Please amend the land description in Box 5 to read:

Current Title Number 2964515/2 All

As well as add JANE KAY HUTCHISON to the names of all registered owners and her interest will be affected.

I, Daylene Boulding, am an employee of Prairie Land & Investment Services Ltd. I am an agent for Corex Resources Ltd. and have authority to make the change.

Yours truly,

PRAIRIE LAND & INVESTMENT SERVICES LTD.



Daylene Boulding
Surface Administrator

Document Review

The Property Registry

A Service Provider for the Province of Manitoba



Registration #	Type	New Titles
----------------	------	------------

1434968/2

Caveat

Notes

- | | | | |
|---|-----------|----------------|--|
| 1 | 2018-8-22 | Brenda Ammeter | Box 5 - new title number is 2964515/2

All current owners need to be shown
Emailed client |
| 2 | 2018-9-14 | Brenda Ammeter | Sent follow up email to client |
| 3 | 2018-9-14 | Brenda Ammeter | Received letter |

Easement

986 (1/1)

I/We, **RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON**, of **Virden**, in the Province of **Manitoba**, as **joint tenants**, 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:

**ALL THAT PORTION OF THE NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 63982
BLTO (DEPOSIT NUMBER 1304-2018) PREPARED BY BRENDAN LEE WOOD, M.L.S**

Initial
RKH

in the Province of Manitoba, as described in Certificate of Title No(s). **2964515/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **—Ten and 00/100— (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** 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 **Twenty (20) metres** 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 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 **—ONE THOUSAND TWO HUNDRED AND 00/100— (\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan, within a reasonable period of 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 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 ensure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Initial
RKH

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.

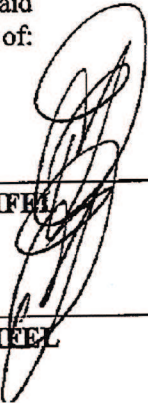
12. If the demised premises covered by this Easement are not entered upon, except for survey purposes, within 365 days of the date of this Easement, the Grantee shall pay to the Grantor the sum of \$ 100.00 for the right to survey and all other inconveniences and the said Easement shall terminate.

13. The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the exercise by the Grantee of the Easement Rights, including, without limitation, the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or negligence by the Grantor.

IN WITNESS WHEREOF:

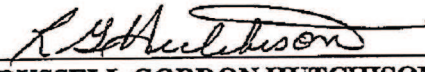
I, the Grantor, have hereunto set my hand and seal this 30th day of AUGUST, A.D. 2018.

Signed by the said
in the presence of:



ARON STREIFEL

ARON STREIFEL



RUSSELL GORDON HUTCHISON

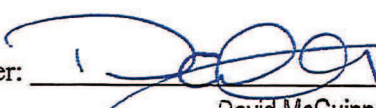


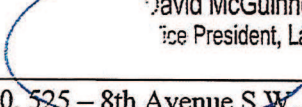
JANE KAY HUTCHISON


Box 8, Virden, Manitoba R0M 2C0

Address

COREX RESOURCES LTD.

Per: 

David McGuinness
Vice President, Land
Per: 

3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1


CANADA
PROVINCE OF MANITOBA
TO WIT:

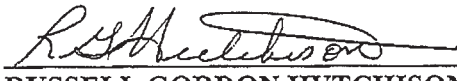
AFFIDAVIT BY MAKER OF INSTRUMENT

I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.
- ~~2. THAT I never have had a spouse or common-law partner.~~
or
~~3. THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~
or
~~4. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.~~
or
5. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.

SWORN BEFORE ME at the City)
of Phoenix, in the)
State of Arizona, USA.)
this 6th day of)
March, A.D. 2019.)
)
)

A COMMISSIONER FOR OATHS
without the Province of Manitoba.
My Commission Expires: ARON M. STREIFEL
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.
My Appointment expires Nov. 1, 2020.



RUSSELL GORDON HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, ARON STREIFEL, of the City of Regina, in the Province of Saskatchewan, **Land Consultant**, **MAKE OATH AND SAY:**

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina, in the)
Province of Saskatchewan,)
this 11th day of)
March, A.D. 2019.)
)
)

A COMMISSIONER FOR OATHS
without the Province of Manitoba.
My Commission Expires: _____
(or Being a Solicitor) TERRY W. JORDAN
A Commissioner for Oaths
without Manitoba.
My Appointment expires May 6, 2020.

Witness - 

ARON STREIFEL

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JANE KAY HUTCHISON, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

1. THAT I am (one of) the Grantor(s) named in the instrument.

~~THAT I never have had a spouse or common-law partner.~~
or

~~THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~
or

~~THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.~~
or

5. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.

SWORN BEFORE ME at the City
of Phoenix, in the
State of Arizona, USA,
this 6th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires:
(or Being a Solicitor)

ARON M. STREIFEL

A Commissioner for Oaths
without Manitoba.

My Appointment expires Nov. 1, 2020.

Jane Kay Hutchison
JANE KAY HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, ARON STREIFEL, of the City of Regina, in the Province of Saskatchewan, Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see JANE KAY HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.

2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.

3. THAT I know the said JANE KAY HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City
of Regina, in the
Province of Saskatchewan,
this 11th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires:
(or Being a Solicitor)

TERRY W. JORDAN

A Commissioner for Oaths
without Manitoba.

My Appointment expires May 6, 2020.

Witness -

ARON STREIFEL

STATUTORY DECLARATION
re: "Eligible Grantee for Statutory Easements"

1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.
3100, 525 – 8th Avenue S.W
Calgary, Alberta
T2P 1G1

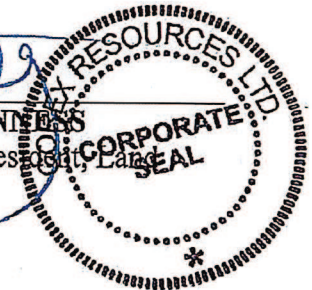
SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 4th day of)
June, A.D., 2019)
_____)

A COMMISSIONER FOR OATHS
for the Province of Manitoba.

My Commission Expires: 2019 10 26

Mary Beth Teresa Buchanan

David McGuinness
DAVID MCGUINNESS
Executive Vice President, Land



3100, 525 – 8th Avenue S.W.
Calgary, AB T2P 1G1
587-390-0286

Document Review



Registration #		Type	New Titles
1446324/2		Easement	
Notes			
1	2019-6-13	Elizabeth Sims	approved for acceptance

E1222

865(1/1)

Easement

I/We, **RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON**, of **Virden**, in the Province of **Manitoba**, as **joint tenants**, 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:

**ALL THAT PORTION OF THE NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 62666
BLTO (DEPOSIT NUMBER 1965-2017) PREPARED BY BRENDAN LEE WOOD, M.L.S**

Initial
RKH
JRH

in the Province of Manitoba, as described in Certificate of Title No(s). **2964515/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **—Ten and 00/100— (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** 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 **Twenty (20) metres** 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 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 **—ONE THOUSAND TWO HUNDRED AND 00/100— (\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan, within a reasonable period of 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 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 ensure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Initial
RKH
JRH

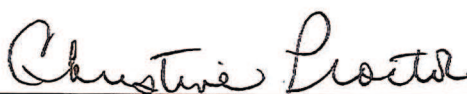
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried 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.
12. If the demised premises covered by this Easement are not entered upon, except for survey purposes, within 365 days of the date of this Easement, the Grantee shall pay to the Grantor the sum of \$ 100.00 for the right to survey and all other inconveniences and the said Easement shall terminate.
13. The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the exercise by the Grantee of the Easement Rights, including, without limitation, the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or negligence by the Grantor.

IN WITNESS WHEREOF:

I, the Grantor, have hereunto set my hand and seal this 30th day of AUGUST, A.D. 2018.

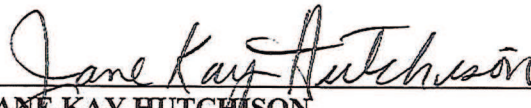
Signed by the said)
in the presence of:)



Benjamin Fines)


Christine Proctor)



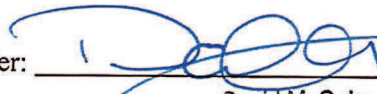
RUSSELL GORDON HUTCHISON)


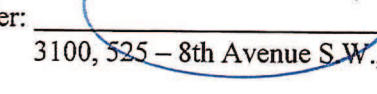
JANE KAY HUTCHISON)

Box 8, Virden, Manitoba R0M 2C0

Address

COREX RESOURCES LTD.

Per: 

David McGuinness
Vice President, Legal)
Per: 

3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1)



CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

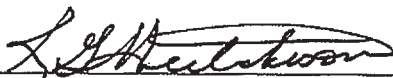
I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.
- ~~2. THAT I never have had a spouse or common law partner.~~
or
- ~~3. THAT the person consenting to this instrument is my spouse or common law partner and has Homestead rights in the within land.~~
or
4. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.
or
- ~~5. THAT my co Grantor is my spouse or common law partner and has Homesteads rights in the within lands.~~

SWORN BEFORE ME at the TOWN)
of VIRDEN, in the)
Province of Manitoba,)
this 30th day of)
AUGUST, A.D. 2018.)



A COMMISSIONER FOR OATHS
in and for the Province of Manitoba.
My Commission Expires: BENJAMIN ROBERT FINES
(or Being a Solicitor) A Commissioner for Oaths
In and for Manitoba.
My Appointment expires Feb. 6, 2020.



RUSSELL GORDON HUTCHISON

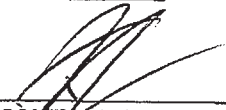
CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, BEN FINES, of the CITY of REGINA, in the Province of Saskatchewan,
Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the TOWN of VIRDEN, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina, in the)
Province of Saskatchewan,)
this 25th day of)
September, A.D. 2018.)



A COMMISSIONER FOR OATHS
without the Province of Manitoba.
My Commission Expires: TERRY W. JORDAN
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.
My Appointment expires May 6, 2020.



Benjamin Fines

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JANE KAY HUTCHISON, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

1. THAT I am (one of) the Grantor(s) named in the instrument.
2. ~~THAT I never have had a spouse or common-law partner.~~
or
3. ~~THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~
or
4. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.
or
5. ~~THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.~~

SWORN BEFORE ME at the City)
of Phoenix, in the)
State of Arizona, USA,)
this 11th day of)
September, A.D. 2018.)

Lisa A. Balbini)
A NOTARY PUBLIC)
for the State of Arizona, USA,)
My Commission Expires: 6/30/2019)
(or) Being a Solicitor)

Jane Kay Hutchison
JANE KAY HUTCHISON



LISA A. BALBINI
Notary Public - Arizona
Maricopa County
Expires 06/30/2019

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

CHRISTINE PROCTOR KH
I, Lisa A. Balbini, of the City of Phoenix, in the State of Arizona, USA,
Legal Asst, (Occupation) MAKE OATH AND SAY:

1. THAT I was personally present and did see JANE KAY HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.
3. THAT I know the said JANE KAY HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Phoenix, in the)
State of Arizona, USA,)
this 11th day of)
September, A.D. 2018.)

Lisa A. Balbini)
A NOTARY PUBLIC)
for the State of Arizona, USA,)
My Commission Expires: 6/30/2019)
(or) Being a Solicitor)

Christine Proctor
Lisa A. Balbini JKH



LISA A. BALBINI
Notary Public - Arizona
Maricopa County
Expires 06/30/2019

STATUTORY DECLARATION
re: "Eligible Grantee for Statutory Easements"

1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.
3100, 525 – 8th Avenue S.W
Calgary, Alberta
T2P 1G1

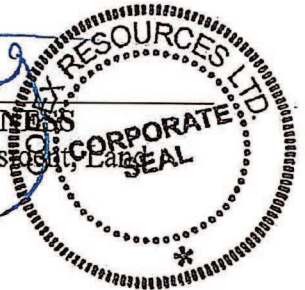
SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 17th day of)
June, A.D., 2019)
_____)

A COMMISSIONER FOR OATHS
for the Province of Manitoba.

My Commission Expires: 2019 10 26

MaryBeth Teresa Buchanan

[Signature]
DAVID MCGUINNESS
Executive Vice President, Land



3100, 525 – 8th Avenue S.W.
Calgary, AB T2P 1G1
587-390-0286

Document Review



Registration #		Type	New Titles
1446739/2		Easement	
Notes			
1	2019-6-21	Elizabeth Sims	approved for acceptance

Easement

I/We, **RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON**, of **Virden**, in the Province of **Manitoba**, 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:

**ALL THAT PORTION OF THE NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 62 157 BLTO
(DEPOSIT NUMBER 1549-2017) PREPARED BY BRENDAN LEE WOOD, M.L.S**

Initial
[Signature]

in the Province of Manitoba, as described in Certificate of Title No(s). **2672093/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **—Ten and 00/100— (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** 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 **Twenty (20) metres** 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 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 **—ONE THOUSAND TWO HUNDRED AND 00/100— (\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan, within a reasonable period of 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 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 ensure 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.

[Signature]

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.
12. If the demised premises covered by this Easement are not entered upon, except for survey purposes, within 365 days of the date of this Easement, the Grantee shall pay to the Grantor the sum of \$ 100.00 for the right to survey and all other inconveniences and the said Easement shall terminate.
13. The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the exercise by the Grantee of the Easement Rights, including, without limitation, the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or negligence by the Grantor.

IN WITNESS WHEREOF:

I, the Grantor, have hereunto set my hand and seal this 24th day of January , A.D. 2018.

Signed by the said
in the presence of:

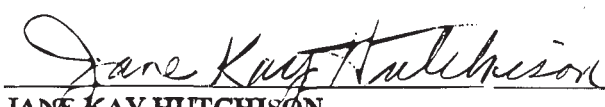


ARON STREIFEL

ARON STREIFEL



RUSSELL GORDON HUTCHISON



JANE KAY HUTCHISON

Box 8, Virden, Manitoba R0M 2C0
Address

COREX RESOURCES LTD.

Per: 
David McGuinness
Vice President, Land

Per: _____
3100, 525 – 8th Avenue S.W. Calgary, Alberta T2P 1G1



CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

1. THAT I am (one of) the Grantor(s) named in the instrument.

~~THAT I never have had a spouse or common-law partner.~~
or

~~THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~

~~THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.~~
or

5. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.

SWORN BEFORE ME at the City)
of Phoenix, in the)
State of Arizona, USA,)
this 6th day of)
March, A.D. 2019.)
)
)

A COMMISSIONER FOR OATHS
without the Province of Manitoba
My Commission Expires: ARON M. STREIFEL
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.
My Appointment expires Nov. 1, 2020.

RUSSELL GORDON HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, ARON STREIFEL, of the City of Regina, in the Province of Saskatchewan, Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina, in the)
Province of Saskatchewan,)
this 11th day of)
March, A.D. 2019.)
)
)

A COMMISSIONER FOR OATHS
without the Province of Manitoba.
My Commission Expires: TERRY W. JORDAN
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.
My Appointment expires May 6, 2020.

Witness - ARON STREIFEL

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JANE KAY HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.

~~2. THAT I never have had a spouse or common-law partner.~~
or

~~3. THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~

or

~~4. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.~~

or

5. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.

SWORN BEFORE ME at the City
of Phoenix, in the
State of Arizona, USA,
this 6th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires:
(or Being a Solicitor)

ARON M. STREIFEL
A Commissioner for Oaths
without Manitoba.
My Appointment expires Nov. 1, 2020.

Jane Kay Hutchison
JANE KAY HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, ARON STREIFEL, of the City of Regina, in the Province of Saskatchewan, **Land Consultant, MAKE OATH AND SAY:**

1. THAT I was personally present and did see JANE KAY HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.

2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.

3. THAT I know the said JANE KAY HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City
of Regina, in the
Province of Saskatchewan,
this 11th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires:
(or Being a Solicitor)

TERRY W. JORDAN
A Commissioner for Oaths
without Manitoba.
My Appointment expires May 6, 2020.

Witness -

ARON STREIFEL

STATUTORY DECLARATION
re: "Eligible Grantee for Statutory Easements"

1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.

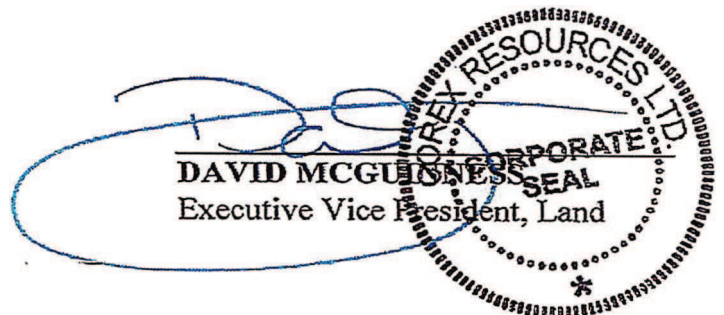
Bankers Hall
PO Box 22101
Calgary, Alberta
T2P 4J5

SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 7th day of)
February, A.D. 2020)
)



A COMMISSIONER FOR OATHS
for the Province of Alberta.
My Commission Expires: October 23, 2023

Mary Beth Buchanan
3100, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
587-390-0286





Prairie Land & Investment Services Ltd.

201, 2629 - 29th Avenue, Regina, Saskatchewan S4S 2N9 • Telephone (306) 757-5600 • Fax (306) 586-7669

February 7, 2020

TERANET MANITOBA

705 Princess Avenue
Brandon, Manitoba
R7A 0P4

Attention: To whom it may concern

**Re: EASEMENT REGISTRATION
NW 13-11-26-W1M
RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON
Our File: 802 (1/1)/E1187**

As per the request of Tyler Watt, please direct the following Easement registration to Garth Gislason to review.

Yours truly,

PRAIRIE LAND & INVESTMENT SERVICES LTD.

Daylene Boulding
Surface Administrator

DB
Enc.

Document Review



Registration #		Type	New Titles
1455837/2		Easement	
Notes			
1	2020-2-12	Garth Gislason	Plan Chk Good.
2	2020-2-12	Garth Gislason	New Ct. is 2964515/2
3	2020-2-12	Tyler Watt	Stat. E is ok. Registrant warned about language in paragraph 1 and is removing going forward.

Easement

Corex 1067 (1/3)

I/We, **RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON**, of **Virden**, in the Province of **Manitoba**, 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:

**ALL THAT PORTION OF THE NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 65218 BLTO
(DEPOSIT NUMBER 0439-2019) PREPARED BY BRENDAN LEE WOOD, M.L.S**

Initial
JKH

in the Province of Manitoba, as described in Certificate of Title No(s). **2964515/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **---Ten and 00/100--- (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** 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:

- Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way **Twenty (20) metres** 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 termination of its rights under this instrument.
- 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.
- 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 **---ONE THOUSAND TWO HUNDRED AND 00/100--- (\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan, within a reasonable period of time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
- 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.
- 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.
- 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 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.
- 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.
- 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 ensure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 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.

Initial
JKH

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.

12. If the demised premises covered by this Easement are not entered upon, except for survey purposes, within 365 days of the date of this Easement, the Grantee shall pay to the Grantor the sum of \$ 100.00 for the right to survey and all other inconveniences and the said Easement shall terminate.

13. The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the exercise by the Grantee of the Easement Rights, including, without limitation, the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or negligence by the Grantor.

IN WITNESS WHEREOF:

I, the Grantor, have hereunto set my hand and seal this 6th day of March, A.D. 2019.

Signed by the said
in the presence of:

ARON STREIFEL

ARON STREIFEL

R. Gordon Hutchison
RUSSELL GORDON HUTCHISON

Jane Kay Hutchison
JANE KAY HUTCHISON

Box 8, Virden, Manitoba R0M 2C0
Address

COREX RESOURCES LTD.

Per David McGuinness
Vice President, Land

3100, 525th Avenue S.W., Calgary, Alberta T2P 1G1

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.

~~THAT I never have had a spouse or common-law partner~~

or

~~THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land~~

or

~~THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.~~

or

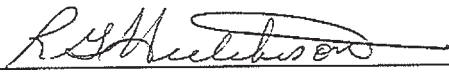
5. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.

SWORN BEFORE ME at the City
of Phoenix, in the
State of Arizona, USA,
this 6th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires: ARON M. STREIFEL
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.

My Appointment expires Nov. 1, 2020.


RUSSELL GORDON HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

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- THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.
- THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

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of Regina, in the
Province of Saskatchewan,
this 11th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires: TERRY W. JORDAN
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.

My Appointment expires May 6, 2020.

Witness - 
ARON STREIFEL

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JANE KAY HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.

~~2. THAT I never have had a spouse or common-law partner.~~
or

~~3. THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~
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SWORN BEFORE ME at the City
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this 6th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires: ARON M. STREIFEL
(or Being a Solicitor) A Commissioner for Oaths
without Manitoba.

My Appointment expires Nov. 1, 2020.

Jane Kay Hutchison
JANE KAY HUTCHISON

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, ARON STREIFEL, of the City of Regina, in the Province of Saskatchewan, **Land Consultant, MAKE OATH AND SAY:**

1. THAT I was personally present and did see JANE KAY HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.

2. THAT the same was executed at the City of Phoenix, in the State of Arizona, USA, and that I am the subscribing witness thereto.

3. THAT I know the said JANE KAY HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City
of Regina, in the
Province of Saskatchewan,
this 11th day of
March, A.D. 2019.

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires:
(or Being a Solicitor)

Terry W. Jordan
TERRY W. JORDAN
A Commissioner for Oaths
without Manitoba.
My Appointment expires May 6, 2020.

Witness -

Aron Streifel
ARON STREIFEL

STATUTORY DECLARATION
re: "Eligible Grantee for Statutory Easements"

1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.
3100, 525 – 8th Avenue S.W
Calgary, Alberta
T2P 1G1

SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 10th day of)
February, A.D. 2020.)
_____)


A COMMISSIONER FOR OATHS
for the Province of Alberta.
My Commission Expires: October 23, 2023

Mary Beth Buchanan
3100, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
587-390-0286


DAVID MCGUINNESS
Executive Vice President, Land



Prairie Land & Investment Services Ltd.

201, 2629 - 29th Avenue, Regina, Saskatchewan S4S 2N9 • Telephone (306) 757-5600 • Fax (306) 586-7669

February 10, 2020

TERANET MANITOBA

705 Princess Avenue
Brandon, Manitoba
R7A 0P4

Attention: To whom it may concern

**Re: EASEMENT REGISTRATION
NW 13-11-26-W1M
RUSSELL GORDON HUTCHISON and JANE KAY HUTCHISON
Our File: 1067 (1/3)/E1314**

As per the request of Tyler Watt, please direct the following Easement registration to Garth Gislason to review.

Yours truly,

PRAIRIE LAND & INVESTMENT SERVICES LTD.



Daylene Boulding
Surface Administrator

DB
Enc.

Document Review



Registration #		Type	New Titles
1455982/2		Easement	
Notes			
1	2020-2-13	Tyler Watt	Stat. E. is ok. Registrant is fixing language in paragraph 1 going forward.

RIGHT-OF-WAY AGREEMENT

File No. E1423

THIS RIGHT-OF-WAY AGREEMENT made effective the 30th day of May, A.D. 2023.

BETWEEN:

RUSSELL GORDON HUTCHISON
of **Virden**, in the Province of **Manitoba**

(hereinafter called the "Grantor")

- AND -

COREX RESOURCES LTD.,

(hereinafter called the "Grantee")

WITNESSETH THAT:

WHEREAS the Grantor is the registered owner (or is entitled to become the registered owner) of an estate in fee simple, subject however to such encumbrances, liens and interests as may be noted on the existing Certificate of Title of the land situate in the Province of Manitoba, namely:

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.

(hereinafter called "the said lands").

NOW THEREFORE, in consideration of the sum of **Ten (\$10.00) Dollars** in lawful money of Canada paid by the Grantee to the Grantor (receipt of which is hereby acknowledged) and in consideration of the covenants and conditions hereinafter set out and to be kept, observed and performed by the Grantee, the Grantor, **DOES HEREBY GRANT, CONVEY, TRANSFER** and set over to and unto the Grantee, its successors and assigns, the right, license, liberty, privilege and easement to use a Right-of-Way across, over, under, on or through the said lands required for easement as shown on Plan 71797 (Deposit No. 0713/23), and expressly authorizes the Grantee or the Land Titles Office, as the case may be, to insert the Plan of Easement number into this document upon the registration of said Plan of Easement.

Initial


THE SAID RIGHT-OF-WAY being for the purpose of conducting surveys, constructing, operating, maintaining, repairing, reconstructing, removing a flowline and/or powerline including accessories and appurtenances and for any other purpose preparatory or incidental thereto, together with the right of ingress and egress over the said Right-of-Way, for the Grantee's servants, agents or contractors.

IT IS FURTHER AGREED that the Grantee shall pay to the Grantor an additional consideration calculated at the rate of ~~---ONE THOUSAND FIVE HUNDRED AND 00/100---~~ **(\$1,500.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan. Such additional consideration shall be paid prior to the construction of any of the Grantee's facilities on the said lands.

THAT if the area comprising the said Right-of-Way contains a greater area than referred to as above, the Grantee shall pay the Grantor a further amount in respect of such additional area at the rate aforesaid which is applicable thereto.

GRANTEE'S COVENANTS**The Grantee covenants and agrees:**

1.1 That in addition to the aforesaid monies payable to the Grantor, the Grantee shall compensate the Grantor and any other person or persons entitled to compensation, for any damage whatsoever caused by or resulting from the exercise by the Grantee of any of the rights, licence and privileges granted to the Grantee under this Agreement which, without limiting the generality of the foregoing, shall include damage for loss of use of the Right-of-Way resulting from the exercise of the said rights, licences, and privileges by the Grantee.

1.2 The Grantee covenants and agrees to indemnify and save harmless the Grantor, from any and all liabilities, damages, costs, claims, suits, or action caused by or resulting from the construction, operation, maintenance or repairs of the said flowline/powerline and any related fixtures and appurtenances affixed to the Right-of-Way other than through wilful damage or gross negligence by the Grantor.

1.3 The Grantee shall, insofar as may be practicable, locate any above ground installation in such fashion as to provide a minimum inconvenience to the Grantor. The Grantee agrees to enter into negotiations with the Grantor for a separate agreement covering compensation for such surface installations as required, and failing to reach agreement, will proceed in accordance with The Surface Rights Act.

1.4 (a) That the Grantee shall regularly and duly pay all rates, taxes and assessments imposed in respect of the said Right-of-Way or the flowline/powerline or any installations connected with the flowline/powerline.

(b) That the Grantee shall indemnify and save harmless the Grantor in respect of any increase in any municipal rates, taxes and assessments imposed on the Grantor, which said increase is caused by or brought about by reason of the existence of this Right-of-Way or the flowline/powerline or any installations connected with the flowline/powerline.

1.5 That upon the discontinuance of the exercise of the rights hereby granted, the Grantee shall and will restore the surface of the strip of land to as near the same condition, so far as may be practicable so to do, as the same was prior to the use thereof by the Grantee; PROVIDED HOWEVER, that the Grantee at its option may leave and abandon the said flowline/powerline in place. Upon said discontinuance the Grantee shall, at the Grantee's sole expense, execute all documents and do all things necessary to remove any encumbrances from the title or titles of the Grantor which were placed thereon by the Grantee or by any other person or persons whomsoever, directly or indirectly as a result of the granting of this Agreement by the Grantor.

1.6 Subject to Section 2.1, 2.2 and 2.3, the Grantor shall have the right to use and enjoy the Right-of-Way for any purpose except that which might interfere with the rights granted herein to the Grantee.

1.7 The Grantee shall have the right at its option to pay or discharge any balance owing under any Agreement of Sale, Mortgage, or any tax, charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereon and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

Initial


GRANTOR'S COVENANTS

The Grantor covenants and agrees:

2.1 The Grantor shall not erect any buildings or structures within, upon, over or under the said Right-of-Way without the written consent of the Grantee (which consent shall not be unreasonably withheld).

2.2 The Grantor shall not alter the physical condition of the Right-of-Way to diminish or add to the ground cover over any flowline/powerline without written consent of the Grantee (which consent shall not be unreasonably withheld).

2.3 That the Grantee, while performing and observing the covenants and conditions contained in this Agreement, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance or interruption from the Grantor or any person or persons claiming by, through, or under the Grantor.

MUTUAL COVENANTS

The Grantor and Grantee mutually covenant and agree:

3.1 If the amount of compensation for damages cannot be agreed upon by the Grantor and the Grantee or if the parties cannot agree upon a matter referred to in Section 2.2, the matter at issue shall be determined in accordance with the provisions of The Surface Rights Act and the determination of The Surface Rights Board shall be final and conclusive; provided that if the provisions of The Surface Rights Act do not permit resolution of the matter in issue, the matter shall be determined by arbitration in accordance with the provisions of The Arbitration Act and the determination of the arbitrators shall be final and conclusive. Nor right of action shall accrue to either Grantor or Grantee in respect of a dispute or difference hereunder until such dispute or difference has been decided upon by the Surface Rights Board or by arbitration as aforesaid.

3.2 That all notices, requests, statements, demands, or bills which may be given under this Agreement may be given by registered letter addressed to the Grantor at:

Box 8, Virden, MB R0M 2C0

and to the Grantee at 3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1 or to such other addresses as the Grantor and the Grantee may respectively from time to time appoint in writing and any such notices, requests, statements, demands or bills shall be deemed to have been given to and received by the Addressee, seven (7) days after the mailing thereof, postage prepaid.

3.3 The Grantee may, with the consent of the Grantor, assign all the Grantee's rights, licences and privileges under this Agreement provided however, that the consent of the Grantor shall not be unreasonably withheld.

3.4 The rights, licences and privileges granted under this Agreement shall be deemed to be and are covenants running with the lands. This Agreement, including all the covenants and conditions contained therein extend to, are binding upon and enure to the benefit of, the heirs, executors, administrators, successors in title and assigns of the Grantor and the successors and assigns of the Grantee respectively.

3.5 The Grantee may, at any time and from time to time, release and quit claim to the then registered owner of the said lands, all or any part of the rights, licences and privileges granted by the Grantor under this Agreement.

3.6 If the demised premises covered by this Right-of-Way are not entered upon, except for survey purposes, within 365 days of the date of this Right-of-Way, the Grantee shall pay to the Grantor the sum of **\$100.00** for the right to survey and all other inconveniences and the said Right-of-Way shall terminate.

3.7 By providing personal information to the Grantee or its affiliates, service providers, or agents, the Grantor consents to the Grantee's collection, use, retention, and disclosure of such personal information for all purposes and uses as permitted or contemplated under this Right-of-Way Agreement and as needed in regulatory proceedings or to comply with any legal requirements.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has executed this Agreement by its authorized representative in that behalf effective from and after the date and year first above written.

Witness


TOM FESCIUC


RUSSELL GORDON HUTCHISON

COREX RESOURCES LTD.



3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.
2. ~~THAT I have no spouse or common-law partner. No person has acquired Homestead rights in the within during my ownership.~~

or

2. ~~I have never had a spouse or common-law partner~~

or

2. ~~THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~

or

2. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.

or

2. ~~THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.~~

SWORN BEFORE ME at the district)
of Virden, in the)
Province of Manitoba)
this 30th day of)
May, A.D. 2023.)
)


RUSSELL GORDON HUTCHISON

A COMMISSIONER FOR OATHS
in and for the Province of Manitoba.
Name of Commissioner THOMAS DANIEL FESCIUC
A Commissioner for Oaths
in and for Manitoba.
My Commission expires _____
My Appointment expires Mar 12, 2024
Address 201, 2629-29th Avenue, Regina, SK S4S 2N9
Phone Number 306-757-5600

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Tom Fesciuc, of the city of Regina, in the Province of Saskatchewan, **Land Consultant, MAKE OATH AND SAY:**

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina in the)
Province of Saskatchewan)
this 1st day of)
June, A.D. 2023.)
)


TOM FESCIUC

A COMMISSIONER FOR OATHS
without the Province of Manitoba.
Name of Commissioner STEPHANIE LYNN RICHARDS
A Commissioner for Oaths
without Manitoba.
My Commission expires _____
My Appointment expires Aug. 30, 2024
Address 201, 2629-29th Avenue, Regina, SK S4S 2N9
Phone Number 306-757-5600

STATUTORY DECLARATION
re: "Eligible Grantee for Easements"

- 1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
- 2. I have personal knowledge of the facts set forth in this affidavit.
- 3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
- 4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.
3100, 525 – 8th Avenue S.W
Calgary, Alberta
T2P 1G1

SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 4th day of)
December, A.D. 2023 .)
)
)


A COMMISSIONER FOR OATHS
for the Province of Alberta.
My Commission Expires: 2024-08-10


DAVID MCGUINNESS
Executive Vice President, Land



Mary Beth Buchanan
3100, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
587-390-0286

Document Review

Registration #		Type	New Titles
1505779/2		Easement	
Notes			
1	12-Dec-23	Tyler Watt	Stat. E is ok.
2	13-Dec-23	Svetlana Bivol	Corex Resources Ltd.-active

RIGHT-OF-WAY AGREEMENT

File No. E1352

THIS RIGHT-OF-WAY AGREEMENT made effective the 7th day of August, A.D. 2023.

BETWEEN:

RUSSELL GORDON HUTCHISON
of Virden, in the Province of Manitoba
(hereinafter called the "Grantor")

- AND -

COREX RESOURCES LTD.,
(hereinafter called the "Grantee")

WITNESSETH THAT:

WHEREAS the Grantor is the registered owner (or is entitled to become the registered owner) of an estate in fee simple, subject however to such encumbrances, liens and interests as may be noted on the existing Certificate of Title of the land situate in the Province of Manitoba, namely:

NW 1/4 13-11-26 WPM
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFERS
NOS. 119941, 121606 AND 1030475.

(hereinafter called "the said lands").

NOW THEREFORE, in consideration of the sum of **Ten (\$10.00) Dollars** in lawful money of Canada paid by the Grantee to the Grantor (receipt of which is hereby acknowledged) and in consideration of the covenants and conditions hereinafter set out and to be kept, observed and performed by the Grantee, the Grantor, DOES HEREBY GRANT, CONVEY, TRANSFER and set over to and unto the Grantee, its successors and assigns, the right, license, liberty, privilege and easement to use a Right-of-Way across, over, under, on or through the said lands required for easement as shown on Plan 67527 (Deposit No. 0459/20), and expressly authorizes the Grantee or the Land Titles Office, as the case may be, to insert the Plan of Easement number into this document upon the registration of said Plan of Easement.

THE SAID RIGHT-OF-WAY being for the purpose of conducting surveys, constructing, operating, maintaining, repairing, reconstructing, removing a flowline and/or powerline including accessories and appurtenances and for any other purpose preparatory or incidental thereto, together with the right of ingress and egress over the said Right-of-Way, for the Grantee's servants, agents or contractors.

IT IS FURTHER AGREED that the Grantee shall pay to the Grantor an additional consideration calculated at the rate of **---ONE THOUSAND TWO HUNDRED AND 00/100---(\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan. Such additional consideration shall be paid prior to the construction of any of the Grantee's facilities on the said lands.

THAT if the area comprising the said Right-of-Way contains a greater area than referred to as above, the Grantee shall pay the Grantor a further amount in respect of such additional area at the rate aforesaid which is applicable thereto.

GRANTEE'S COVENANTS

The Grantee covenants and agrees:

1.1 That in addition to the aforesaid monies payable to the Grantor, the Grantee shall compensate the Grantor and any other person or persons entitled to compensation, for any damage whatsoever caused by or resulting from the exercise by the Grantee of any of the rights, licence and privileges granted to the Grantee under this Agreement which, without limiting the generality of the foregoing, shall include damage for loss of use of the Right-of-Way resulting from the exercise of the said rights, licences, and privileges by the Grantee.

1.2 The Grantee covenants and agrees to indemnify and save harmless the Grantor, from any and all liabilities, damages, costs, claims, suits, or action caused by or resulting from the construction, operation, maintenance or repairs of the said flowline/powerline and any related fixtures and appurtenances affixed to the Right-of-Way other than through willful damage or gross negligence by the Grantor.

1.3 The Grantee shall, insofar as may be practicable, locate any above ground installation in such fashion as to provide a minimum inconvenience to the Grantor. The Grantee agrees to enter into negotiations with the Grantor for a separate agreement covering compensation for such surface installations as required, and failing to reach agreement, will proceed in accordance with The Surface Rights Act.

1.4 (a) That the Grantee shall regularly and duly pay all rates, taxes and assessments imposed in respect of the said Right-of-Way or the flowline/powerline or any installations connected with the flowline/powerline.

(b) That the Grantee shall indemnify and save harmless the Grantor in respect of any increase in any municipal rates, taxes and assessments imposed on the Grantor, which said increase is caused by or brought about by reason of the existence of this Right-of-Way or the flowline/powerline or any installations connected with the flowline/powerline.

1.5 That upon the discontinuance of the exercise of the rights hereby granted, the Grantee shall and will restore the surface of the strip of land to as near the same condition, so far as may be practicable so to do, as the same was prior to the use thereof by the Grantee; PROVIDED HOWEVER, that the Grantee at its option may leave and abandon the said flowline/powerline in place. Upon said discontinuance the Grantee shall, at the Grantee's sole expense, execute all documents and do all things necessary to remove any encumbrances from the title or titles of the Grantor which were place thereon by the Grantee or by any other person or persons whomsoever, directly or indirectly as a result of the granting of this Agreement by the Grantor.

1.6 Subject to Section 2.1, 2.2 and 2.3, the Grantor shall have the right to use and enjoy the Right-of-Way for any purpose except that which might interfere with the rights granted herein to the Grantee.

1.7 The Grantee shall have the right at its option to pay or discharge any balance owing under any Agreement of Sale, Mortgage, or any tax, charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereon and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

Initial

Initial

GRANTOR'S COVENANTS

The Grantor covenants and agrees:

2.1 The Grantor shall not erect any buildings or structures within, upon, over or under the said Right-of-Way without the written consent of the Grantee (which consent shall not be unreasonably withheld).

2.2 The Grantor shall not alter the physical condition of the Right-of-Way to diminish or add to the ground cover over any flowline/powerline without written consent of the Grantee (which consent shall not be unreasonably withheld).

2.3 That the Grantee, while performing and observing the covenants and conditions contained in this Agreement, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance or interruption from the Grantor or any person or persons claiming by, through, or under the Grantor.

MUTUAL COVENANTS

The Grantor and Grantee mutually covenant and agree:

3.1 If the amount of compensation for damages cannot be agreed upon by the Grantor and the Grantee or if the parties cannot agree upon a matter referred to in Section 2.2, the matter at issue shall be determined in accordance with the provisions of The Surface Rights Act and the determination of The Surface Rights Board shall be final and conclusive; provided that if the provisions of The Surface Rights Act do not permit resolution of the matter in issue, the matter shall be determined by arbitration in accordance with the provisions of The Arbitration Act and the determination of the arbitrators shall be final and conclusive. Nor right of action shall accrue to either Grantor or Grantee in respect of a dispute or difference hereunder until such dispute or difference has been decided upon by the Surface Rights Board or by arbitration as aforesaid.

3.2 That all notices, requests, statements, demands, or bills which may be given under this Agreement may be given by registered letter addressed to the Grantor at:

Box 8, Virden, MB R0M 2C0

and to the Grantee at 3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1 or to such other addresses as the Grantor and the Grantee may respectively from time to time appoint in writing and any such notices, requests, statements, demands or bills shall be deemed to have been given to and received by the Addressee, seven (7) days after the mailing thereof, postage prepaid.

3.3 The Grantee may, with the consent of the Grantor, assign all the Grantee's rights, licences and privileges under this Agreement provided however, that the consent of the Grantor shall not be unreasonably withheld.

3.4 The rights, licences and privileges granted under this Agreement shall be deemed to be and are covenants running with the lands. This Agreement, including all the covenants and conditions contained therein extend to, are binding upon and enure to the benefit of, the heirs, executors, administrators, successors in title and assigns of the Grantor and the successors and assigns of the Grantee respectively.

3.5 The Grantee may, at any time and from time to time, release and quit claim to the then registered owner of the said lands, all or any part of the rights, licences and privileges granted by the Grantor under this Agreement.

3.6 If the demised premises covered by this Right-of-Way are not entered upon, except for survey purposes, within 365 days of the date of this Right-of-Way, the Grantee shall pay to the Grantor the sum of **\$100.00** for the right to survey and all other inconveniences and the said Right-of-Way shall terminate.

3.7 By providing personal information to the Grantee or its affiliates, service providers, or agents, the Grantor consents to the Grantee's collection, use, retention, and disclosure of such personal information for all purposes and uses as permitted or contemplated under this Right-of-Way Agreement and as needed in regulatory proceedings or to comply with any legal requirements.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has executed this Agreement by its authorized representative in that behalf effective from and after the date and year first above written.

Witness


TOM FESCIUC


RUSSELL GORDON HUTCHISON

COREX RESOURCES LTD.

David McGuinness
Vice President, Land

3100, 525 – 8th Avenue S.W., Calgary, Alberta T2P 1G1

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, RUSSELL GORDON HUTCHISON, of Virden, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. THAT I am (one of) the Grantor(s) named in the instrument.
- ~~2. THAT I have no spouse or common-law partner. No person has acquired Homestead rights in the within during my ownership.~~
- ~~2. I have never had a spouse or common-law partner.~~
- ~~2. THAT the person consenting to this instrument is my spouse or common-law partner and has Homestead rights in the within land.~~
2. THAT no part of the land referred to in the instrument is or ever has been the homestead of me the Grantor. No other person has acquired Homestead rights in the within land during my ownership.
- ~~2. THAT my co-Grantor is my spouse or common-law partner and has Homesteads rights in the within lands.~~

SWORN BEFORE ME at the town)
of Virden, in the)
Province of Manitoba)
this 20th day of)
July, A.D. 2023.)

A COMMISSIONER FOR OATHS
in and for the Province of Manitoba.
Name of Commissioner _____

THOMAS DANIEL FESCIUC
A Commissioner for Oaths
in and for Manitoba.
My Appointment expires Mar 12, 2024

My Commission expires _____

Address 201, 2629-29th Avenue, Regina, SK S4S 2N9

Phone Number 306-757-5600

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Tom Fesciuc, of the city of Regina, in the Province of Saskatchewan, **Land Consultant, MAKE OATH AND SAY:**

1. THAT I was personally present and did see RUSSELL GORDON HUTCHISON, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said RUSSELL GORDON HUTCHISON and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina in the)
Province of Saskatchewan)
this 1st day of)
August, A.D. 2023.)

A COMMISSIONER FOR OATHS
without the Province of Manitoba.
Name of Commissioner _____

BEVERLY ANN BRATT
A Commissioner for Oaths
without Manitoba.
My Appointment expires June 14, 2025

My Commission expires _____

Address 201, 2629-29th Avenue, Regina, SK S4S 2N9

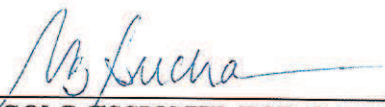
Phone Number 306-757-5600

TOM FESCIUC
TOM FESCIUC

STATUTORY DECLARATION
re: "Eligible Grantee for Easements"

1. I, **DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

COREX RESOURCES LTD.
3100, 525 – 8th Avenue S.W
Calgary, Alberta
T2P 1G1

SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 8th day of)
January, A.D. 2024 .)
)
)

A COMMISSIONER FOR OATHS
for the Province of Alberta.
My Commission Expires: 2024-08-10


DAVID MCGUINNESS
Executive Vice President, Land
of **COREX RESOURCES LTD.**


Mary Beth Buchanan
3100, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
587-390-0286

Document Review

Registration #		Type	New Titles		
1506950/2		Easement			
Notes					
1	9-Jan-24	Joel Pontanares	Corex Resources Ltd.	10027015	Active (New Amalgamated)
2	10-Jan-24	Tyler Watt	Stat. E is ok.		

Property Assessment Report

Municipality: 199 - RM OF WALLACE-WOODWORTH **Roll No:** 118200.000 REAL PROPERTY
Dwelling Units: 0 **Frontage or Area:** 160.00 ACRES
Legal Description: NW13-11-26W **Civic Address:**
School Division: FORT LA BOSSE **Community Area:** WALLACE **Ward:** 2

Certificate of Title / Land Title Office:

3145193 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2027	Apr 1, 2025	FARM PROPERTY	TAXABLE	271,500	-	271,500
2026	Apr 1, 2023	FARM PROPERTY	TAXABLE	203,900	-	203,900
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	203,900	-	203,900
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	183,900	-	183,900
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	183,900	-	183,900
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	166,600	-	166,600
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	166,600	-	166,600
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	166,600	-	166,600
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	161,200	-	161,200
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	161,200	-	161,200
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	111,200	-	111,200
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	111,200	-	111,200
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	73,000	-	73,000
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	73,000	-	73,000
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	62,100	-	62,100
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	62,100	-	62,100
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	48,400	-	48,400
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	48,400	-	48,400
2009	2003	FARM PROPERTY	TAXABLE	42,300	-	42,300
2008	2003	FARM PROPERTY	TAXABLE	42,300	-	42,300