

Province of Saskatchewan Land Titles Registry Title

Title #: 152733843
Title Status: Active
Parcel Type: Surface
Parcel Value: \$227,928.00 CAD
Title Value: \$227,928.00 CAD
Converted Title: 73SC14148A
Previous Title and/or Abstract #: 122224610

As of: 26 Jan 2026 10:19:49
Last Amendment Date: 09 Mar 2020 14:05:55.140
Issued: 09 Mar 2020 14:05:54.436
Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #147267614

Reference Land Description: NE Sec 36 Twp 14 Rge 28 W 3 Extension 1
As shown on Plan 101057431

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

Registered Interests:

Interest #:
187430025

CNV Easement

Value: N/A
Reg'd: 14 Dec 1978 00:25:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 104919644
Converted Instrument #: 78SC15371

Interest #:
187430014

CNV Caveat

Value: N/A
Reg'd: 05 Oct 1992 00:18:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
Attn Land Administration North Canadian Oils Limited 600 North Canadian
Oils Bldg 2500 Victoria Ave
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454136

Int. Register #: 104919622
Converted Instrument #: 92SC11066

Interest #:
187430036

CNV Easement

Value: N/A
Reg'd: 27 Jul 1999 00:15:39
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 104919655
Converted Instrument #: 99SC09395

Interest #:
187430047

CNV Caveat

Value: N/A
Reg'd: 26 Aug 1999 00:18:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 104919666
Converted Instrument #: 99SC10807

Addresses for Service:

Name

Address

Owner:

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Parcel Class Code: Parcel (Generic)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

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

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

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

Remarks:

ed Initials

wls

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

WESTERN LAND Services Co. Ltd.

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

OUR FILE: C(M) 12948

December 12, 1978

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

Dear Sirs:

Re: Registration of Easements

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

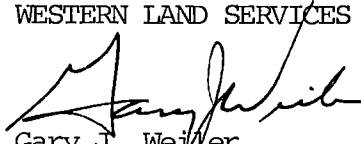
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE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

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

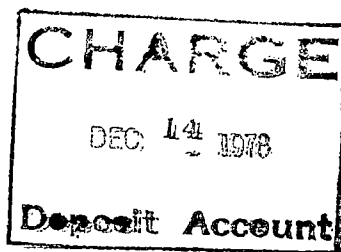
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



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



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

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

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

WITNESS:

[Signature]

OCCUPANT OR OWNER:

[Signature]

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

NORTH

<u>WEST</u>		13		14		15		16		<u>EAST</u>	
		12		11		10		9			
<u>WEST</u>		5		6		7		8		<u>EAST</u>	
		4		3		2		1			

SOUTH

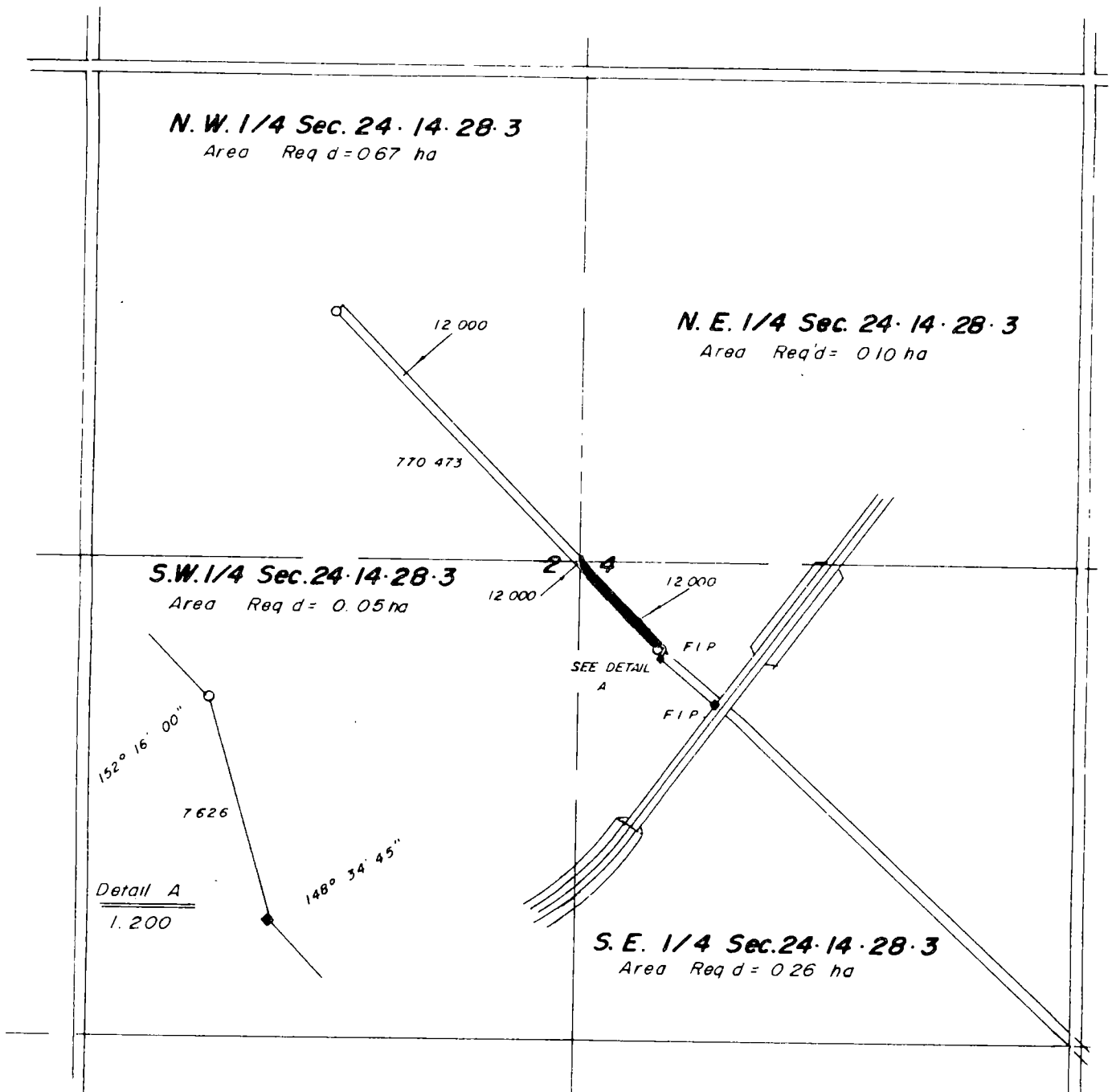
Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner :

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Title No.

Date: Sept 19 /78

Certified Correct

Geo. A. Munro

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

SCALE 1 IN = 400 FT

Geo. Munro and Assoc. Ltd.:-

Easement

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

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
 ✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
 Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
 ✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
 ✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
 Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
 ✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
 Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

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

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

"SEE ATTACHED"

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

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

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

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

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

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

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

[Signature]
VICE PRESIDENT

per:

[Signature]
VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

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

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

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

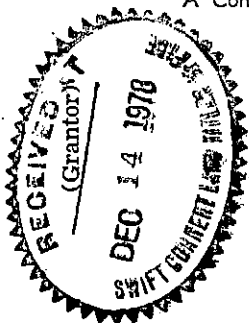
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing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

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

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

92 - SC — 11066

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

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

Is Instrument Registrable? _____ Titles Affected 735C 14148(a)

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

Remarks:

27 Initials

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR OF the Swift Current Land Registration District

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

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

IN THE FOLLOWING LAND, that is to say:

The North East Quarter of said Section Thirty-six (36), in Township Fourteen (14), Range Twenty-eight (28), West of the Third Meridian, in the Province of Saskatchewan, containing 157 acres, more or less, according to Dominion Government Survey of the said Township, approved and confirmed at Ottawa on the 8th of July, A.D. 1913,

EXCEPTING THEREOUT: One (1.00) acre, more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as no. 61-SC-12713

Excepting thereout all Mines and Minerals.

as more particularly described in Certificate of Title #73-SC-14148(a) and standing in the register in the name of William Hagel and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be expressed to be subject to our claim.

MY ADDRESS is:

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

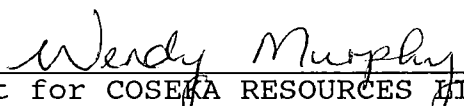
and my address for service of notices and processes in Saskatchewan is:

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

ATTENTION: Land Administration

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

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


agent for COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

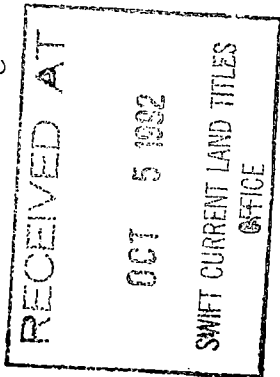
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

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

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

Wendy Murphy
WENDY MURPHY

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



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 5 day of Oct.
A.D. 1992, as number 92SC1066.
Conductions att
Registrar
S.A.L.O.

92SC11066

Calgary	EA		Union Pacific Resources	NE 36-14-28 W 3
Address	Nature of Instrument	Dup C of T W/Inst. Y or N	Sender	Land Description



**Saskatchewan
Justice**

Instrument Work Sheet

99SC 09395

Is dup C. of T. in office? Yes No Being returned to above addressee? Yes No Is instrument registrable? Yes No Circle correct answer.	Fees	Encumbrances		Certificates, Notices, Required	
	Total Fees _____	Title	General Register	Type	Quantity
			90 215540	Abstract	
				G.R.C.	
	Amt. Rec'd. _____			Uncertified Copy	✓
	Balance _____			Cert. Copy	
				Notices	

Titles
Affected

735C 14148(a)

Remarks

Endorse w/out prior to Ea

cm
Initials

EASEMENT

I/We, **WILLIAM HAGEL**, of the district of **Golden Prairie**, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however, to such encumbrances, 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 EAST QUARTER OF SECTION THIRTY SIX (36), IN TOWNSHIP FOURTEEN (14), IN RANGE TWENTY EIGHT (28), WEST OF THE THIRD MERIDIAN, IN THE PROVINCE OF SASKATCHEWAN, IN THE DOMINION OF CANADA, CONTAINING ONE HUNDRED AND FIFTY SEVEN (157) ACRES, MORE OR LESS, ACCORDING TO DOMINION GOVERNMENT SURVEY OF THE SAID TOWNSHIP, APPROVED AND CONFIRMED AT OTTAWA ON THE 8TH DAY OF JULY, A.D. 1913, EXCEPTING THEROUT: ONE (1.00) ACRE, MORE OR LESS, TAKEN FOR ROADWAY ON AS SHOWN ON A PLAN OF RECORD IN THE LAND TITLES OFFICE FOR THE SWIFT CURRENT LAND REGISTRATION DISTRICT AS NO. 61-SC-12713

MINERALS IN THE CROWN

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

In consideration of the sum of *** **One** *** (**\$1.00**) Dollars (receipt of which is hereby acknowledged) paid to me by **UNION PACIFIC RESOURCES INC.** hereinafter called the "Grantee", and in consideration of the covenants herein contained **DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER** to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the lands, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 10m meters in width across the said lands on or before two years from the date hereof, or should the Grantee not forward to Grantor a plan showing the said right-of-way across the said lands outlined in red thereon, on or before two years from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said lands by encumbrance or occupation a sum calculated at the rate of * **SIX HUNDRED AND FIFTY** * (**\$650.00**) DOLLARS 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 interests in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the lands and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures 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 the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof, been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 19 day of **May**, 1999

SIGNED in the presence of:

Witness:
David Chorney
David Chorney

William Hagel
Grantor: **WILLIAM HAGEL**

Grantor:

Address:
**Box 81
Golden Prairie, Saskatchewan S0N 0Y0**

UNION PACIFIC RESOURCES INC.
By Its Attorney-In-Fact

Per:

Per:

Laurier Laprise
Laurier Laprise

Address:
**5th Ave. Place, 425 - 1st Street S.W., Box 2595, Station "M"
Calgary, Alberta T2P 4V4**

Witness
WITNESS

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached disposition, I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of _____ to the extent necessary to give effect to this Grant of Easement and Right-of-Way Agreement.

Signature of Non-Ownning Spouse

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, a Notary Public, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached Grant of Easement and Right-of-Way, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
(b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Grant of Easement and Right-of-Way, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, in the Province of Saskatchewan, this _____ day of _____, 1999

**A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN**
MY APPOINTMENT EXPIRES: _____

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, **William Hagel**, of the district of **Golden Prairie**, in the Province of Saskatchewan, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Grantor named in the within Grant of Easement and Right-of-Way.
2. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage

~~DL~~ 2. I have no spouse. ~~OC~~

~~OC~~ 2. My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signor of this disposition. ~~OC~~

SWORN before me at the district of **Golden Prairie**
in the Province of Saskatchewan this 19 day of
May, 1999

David Chorney
A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan
David Chorney Expires: **June 30, 2003**

William Hagel
WILLIAM HAGEL

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I _____, of the _____, in the Province of Saskatchewan, **MAKE OATH AND SAY AS FOLLOWS:**

2. I am the Grantor named in the within Grant of Easement and Right-of-Way.
3. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage
3. I have no spouse.
3. My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signor of this disposition.

SWORN before me at _____
in the Province of Saskatchewan, this _____ day of
_____, 1999

A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I _____, of _____, in the Province of Saskatchewan, **MAKE OATH AND SAY AS FOLLOWS:**

3. I am the Grantor named in the within Grant of Easement and Right-of-Way.
4. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage
4. I have no spouse.
4. My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signor of this disposition.

SWORN before me at _____
in the Province of Saskatchewan, this _____ day of
_____, 1999

A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, David Chorney, of the City of Calgary,
in the Province Alberta, **Land Agent**, **MAKE OTH AND SAY**

1. That I was personally present and did see, **William Hagel**, named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed, at the district of **Golden Prairie**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said, **William Hagel** and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the City of Calgary
in the Province of Alberta, this 2nd day of
May 1999

CAL GAZDAG, COMMISSIONER EXPIRES: 12/31/2000
A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan

David Chorney
David Chorney

AFFIDAVIT OF EXECUTION BY ATTORNEY

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

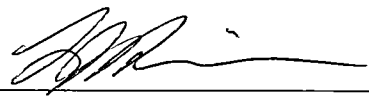
I, Lori Jo Hinni, of the City of
Calgary, in the Province of Alberta
make oath and say:

1. THAT I was personally present and did see Laurier Laprise named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
2. THAT the same was executed at the City of Calgary in the Province of Alberta that I am the subscribing witness thereto;
3. THAT I know the said Laurier Laprise and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of Calgary

in the Province of Alberta

this 7 day of ^{June}~~April~~, 1999.

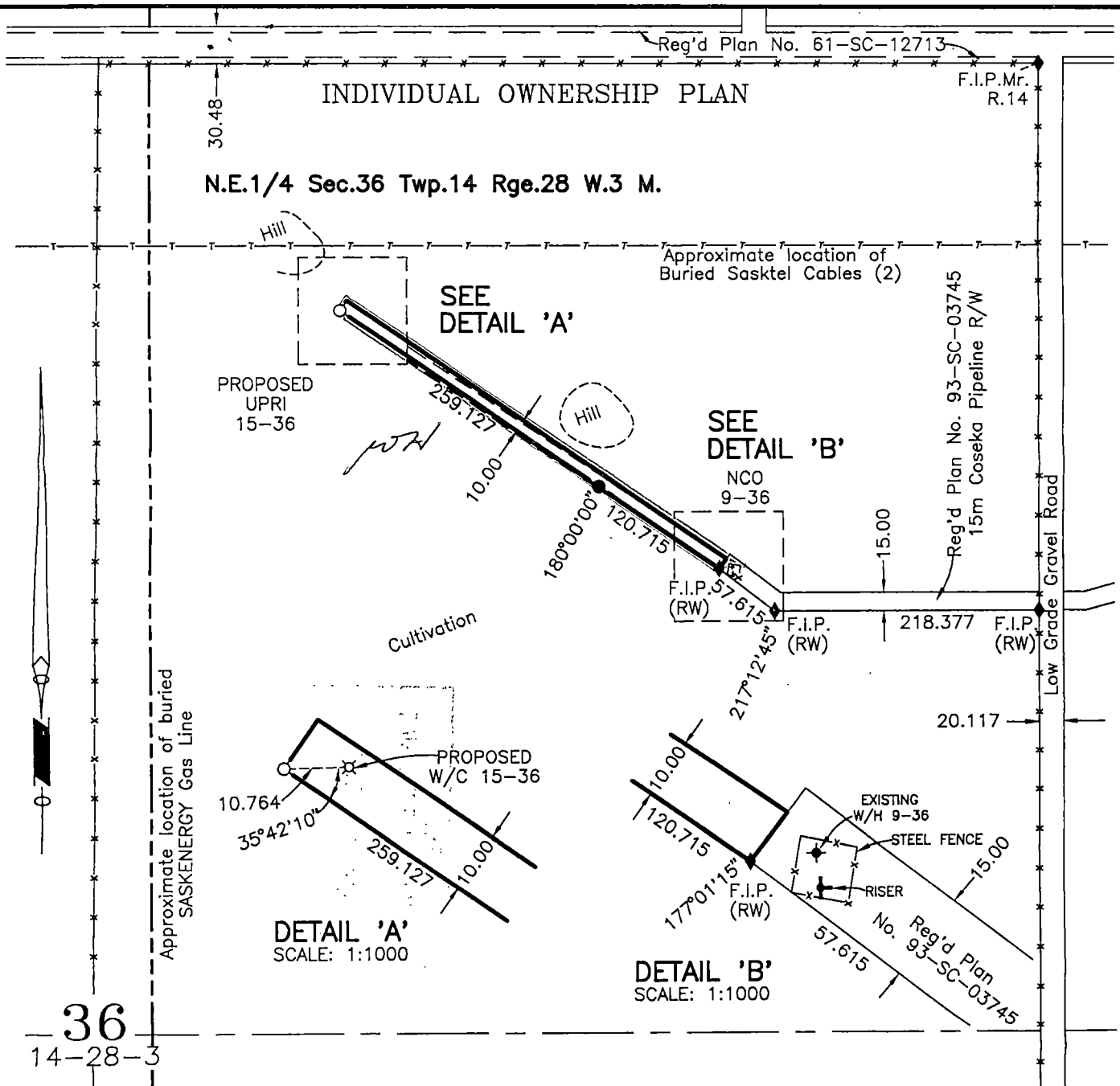


Lori Jo Hinni



Karen Bowne

A COMMISSIONER FOR OATHS WITHOUT
SASKATCHEWAN.
MY APPOINTMENT EXPIRES SEPTEMBER 30, 2001
KAREN BOWNE



Length of Pipe : $\pm 380\text{m}$

SURVEY MONUMENTS FOUND SHOWN THUS: $\blacklozenge$
 SURVEY MONUMENTS PLANTED SHOWN THUS: $\circ$ $\bullet$
 DISTANCES ARE IN METRES AND DECIMALS THEREOF.
 PORTIONS REFERRED TO ARE SHOWN THUS:

OWNER(S) WILLAM HAGEL

C. of T. 73-SC-14148(a)

AREA REQUIRED :

PIPELINE R/W 0.380 ha./ 0.94 Ac.

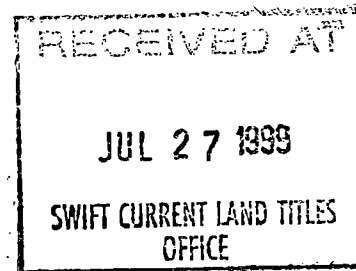
TEMP. WORKSPACE ha./ Ac.

CERTIFIED CORRECT, MAY 7th, 1999.

William E. Martin
 SASKATCHEWAN LAND SURVEYOR

TABLE OF CROSSING	
No.	Description
UNION PACIFIC RESOURCES INC.	
INDIVIDUAL OWNERSHIP PLAN	
SHOWING	
PIPELINE RIGHT-OF-WAY	
IN	
N.E.1/4 Sec.36 Twp.14 Rge.28 W.3 M.	
SCALE : 1:5000	UPRI File No.: SE2346
DATE : 99-05-07	FILE No. : 331104632
REVISION : 0	DWG. No. : C4632I07
	CJB KI

99SC09395



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 27 day of July

A.D. 1999 as Number 99SC09395

Registrar
S.C.L.R.D.

Instrument Work Sheet

99SC 10807

**Titles
Affected**

Remarks

Writ still alive

cm

Initials

SASKATCHEWAN JUSTICE - LAND TITLES OFFICE

FACSIMILE SERVICE REQUEST FORM

BATTLEFORD - 446-7554

HUMBOLDT - 682-5476

MOOSE JAW - 694-3721

PRINCE ALBERT - 953-2226

REGINA - 787-9775

SASKATOON - 933-5521

SWIFT CURRENT - 778-8206

YORKTON - 786-1373

YOUR NAME AND ADDRESS:

Caribou Land Services Ltd.
406, 1701 Centre Street NW
Calgary, Alberta
T2E 7Y2

DEPOSIT ACCOUNT NO.: C11095

RETURN VIA:

CHARGE

AUG 26 1999

Deposit Account

☐ FAX NO. _____☐ COURIER COLLECT:

Name: _____

Phone #: _____

ATTENTION: Tina Henderson

PHONE NO: (403) 276-1940

☒ Mail☐ Pickup

Service Code	Client File	DESCRIPTION	FOR OFFICE USE ONLY - FEES
		Please register the attached caveats. Please enclose a copy of the title once the caveat has been registered.	

SERVICE CODES:

TITLES

- A. Uncertified
B. Certified

INSTRUMENTS

- F. Uncertified
G. Certified

GENERAL RECORD

- D. Informal (Oral)
E. Formal (Certificate)

H. Other

LTO INITIALS _____

SUB TOTAL _____

FAX CHARGES _____

TOTAL _____

DATE RECEIVED _____

LAND TITLES
FORM AA
(Section 154)
Caveat

To the Registrar: **Swift Current Land Titles District**

Take notice that We, **UNION PACIFIC RESOURCES INC.** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Surface Lease Agreement dated April 15th, 1999 by **WILLIAM HAGEL** as Lessor and **UNION PACIFIC RESOURCES INC.** as Lessee, in the NE ¼ 36-14-28 W3M for 160 acres as described in Certificate of Title No. 73-SC-14148 (a) forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o Gerrand & Company
Toronto Dominion Bank Building
701, 1914 Hamilton Street
Regina, Saskatchewan S4P 3N6

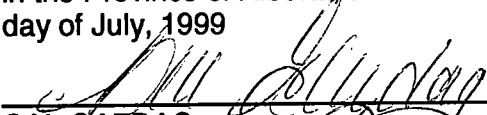
Dated this 21st day of July, 1999



Tina Henderson, Land Administrator
UNION PACIFIC RESOURCES INC.
By it's Agent:
Caribou Land Services Ltd.

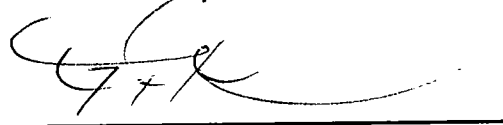
I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **UNION PACIFIC RESOURCES INC.** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

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

SWORN before me at the City of Calgary }
in the Province of Alberta, this 22nd }
day of July, 1999 }


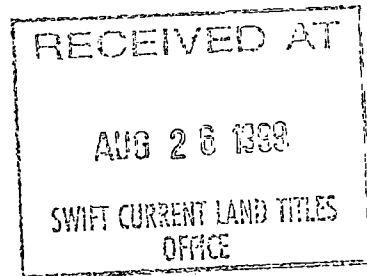
CAL GAZDAG

A Commissioner for Oaths in and for/without the
Province of Saskatchewan
My Commission Expires: 12/31/2000



TINA HENDERSON

99SC10807



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 26 day of Aug

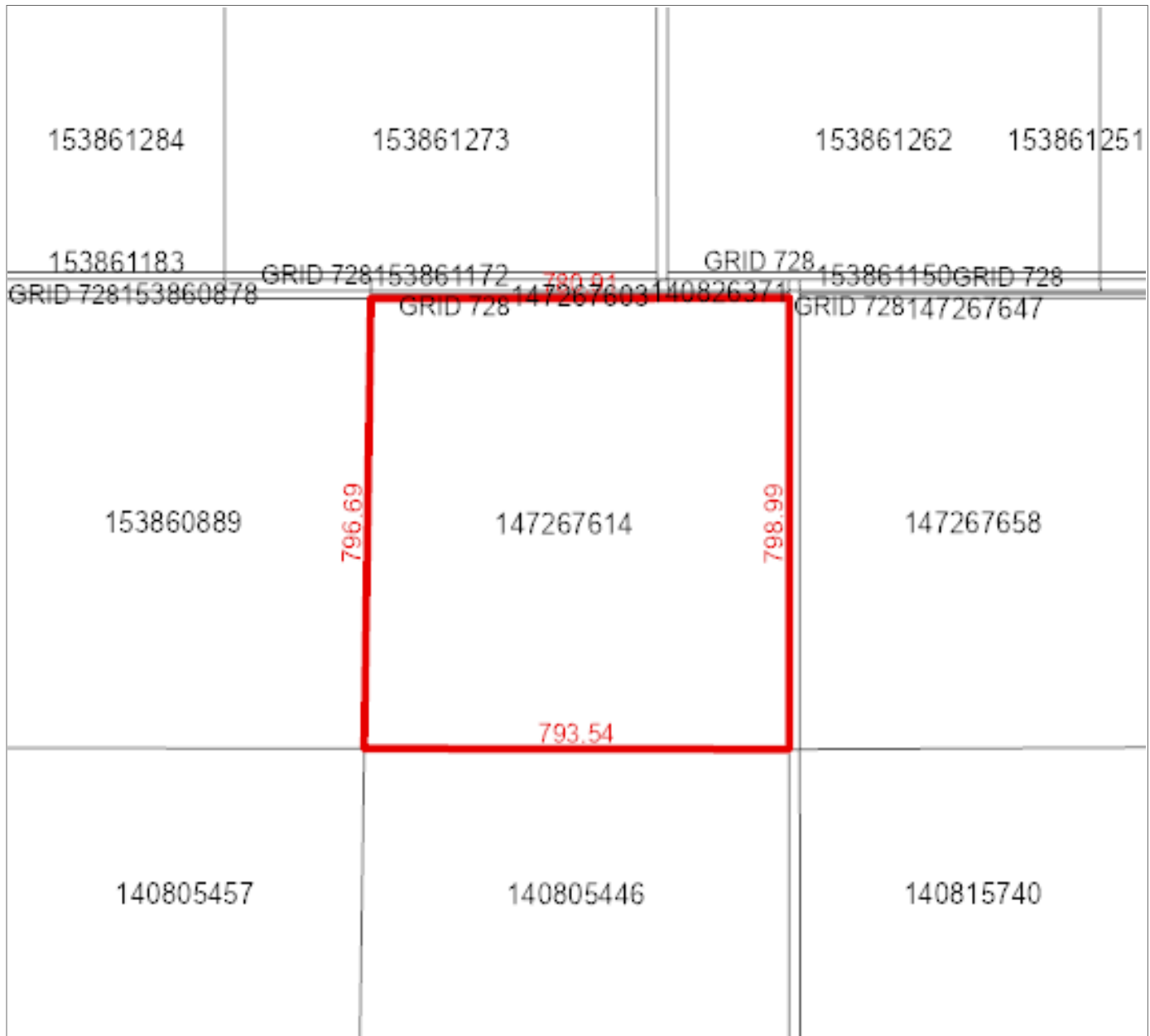
A.D. 1999 as Number 99SC10807

Registrar
S.C.L.R.D.

[Signature]

Surface Parcel Number: 147267614

REQUEST DATE: Mon Jan 26 10:19:27 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF ENTERPRISE NO. 142

Area : 62.804 hectares (155.19 acres)

Title Number(s) : 152733843

Converted Title Number : 73SC14148A

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : NE 36-14-28-3 Ext 1

Source Quarter Section : NE-36-14-28-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000136100

PID: 2561660



Civic Address:

Legal Location: Qtr NE Sec 36 Tp 14 Rg 28 W 3 Sup

Supplementary:

Title Acres: 155.19

School Division: 211

Neighbourhood: 142-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 18-May-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

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

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
129.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T2 - Gentle Slopes	\$/ACRE	1,629.86
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	43.35
		Soil texture 2	L - [LOAM]				
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
				Natural hazard	NH: Natural Hazard Rate: 0.98		
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4	L - [LOAM]				
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

AGRICULTURAL PASTURE LAND

Acres	Land Use	Productivity Determining Factors		Productivity Determining Factors		Ratin	
25.00	NG - [NATIVE GRASS]	Soil association 1	AD - [ARDILL]	Range site	L: LOAMY	\$/ACRE	674.36
		Soil texture 1	CL - [CLAY LOAM]	Pasture Type	N - [Native]		
		Soil texture 2	L - [LOAM]	Pasture Topography	T3: Moderate 6-9% Slopes		
				Grazing water source	Y: Yes		
				Pasture Tree Cover	NO - [NO]		
				Aum/Acre	0.25		
				Aum/Quarter	40.00		

AGRICULTURAL WASTE LAND

Acres	Waste Type
1	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status

Property Report

Municipality Name: RM OF ENTERPRISE (RM)			Assessment ID Number : 142-000136100			PID: 2561660	
Agricultural	\$227,100	1	Other Agricultural	55%	\$124,905	Taxable	
Total of Assessed Values:		\$227,100	Total of Taxable/Exempt Values:		\$124,905		

Province of Saskatchewan Land Titles Registry Title

Title #: 152733832
Title Status: Active
Parcel Type: Surface
Parcel Value: \$239,250.00 CAD
Title Value: \$239,250.00 CAD
Converted Title: 73SC14148
Previous Title and/or Abstract #: 122224676

As of: 26 Jan 2026 10:17:20
Last Amendment Date: 09 Mar 2020 14:05:54.280
Issued: 09 Mar 2020 14:05:53.750
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #147267658

Reference Land Description: NW Sec 31 Twp 14 Rge 27 W 3 Extension 1
As shown on Plan 101057431

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

Registered Interests:

Interest #:
187429977

CNV Easement

Value: N/A
Reg'd: 14 Dec 1978 00:25:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 104919644
Converted Instrument #: 78SC15371

Interest #:
187429966

CNV Caveat

Value: N/A
Reg'd: 25 Jan 1982 00:01:30
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 104919677
Converted Instrument #: 82SC00902

Interest #:

187429988

CNV Caveat

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

Holder:

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

Int. Register #: 104919688
Converted Instrument #: 92SC13087

Interest #:
187429999

CNV Caveat

Value: N/A
Reg'd: 27 Nov 2000 00:25:11
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

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

Int. Register #: 104919699
Converted Instrument #: 00SC15110

Interest #:
187430003

CNV Easement

Value: N/A
Reg'd: 29 Dec 2000 00:27:18
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

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

Int. Register #: 104919701
Converted Instrument #: 00SC16377

Addresses for Service:

Name

Address

Owner:

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

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

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

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

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

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

Remarks:

ed Initials

wls

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

WESTERN LAND Services Co. Ltd.

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

OUR FILE: C(M) 12948

December 12, 1978

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

Dear Sirs:

Re: Registration of Easements

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

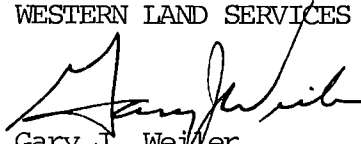
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE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

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

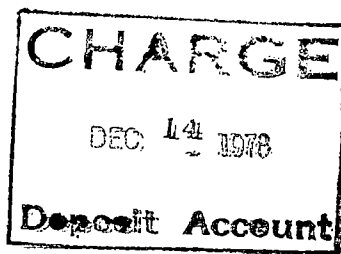
Any fees in this matter please deduct from our firm's account.

Yours very truly,

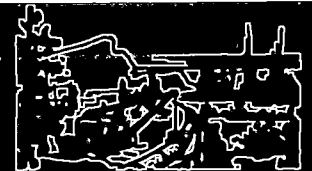
WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



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



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

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

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

WITNESS:

OCCUPANT OR OWNER:

[Signature]

[Signature]

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

NORTH

WEST

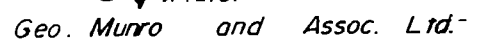
EAST

13	14	15	16
12	11	10	9
5	6	7	8
4	3	2	1

SOUTH

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

SCALE 1 IN = 400 FT

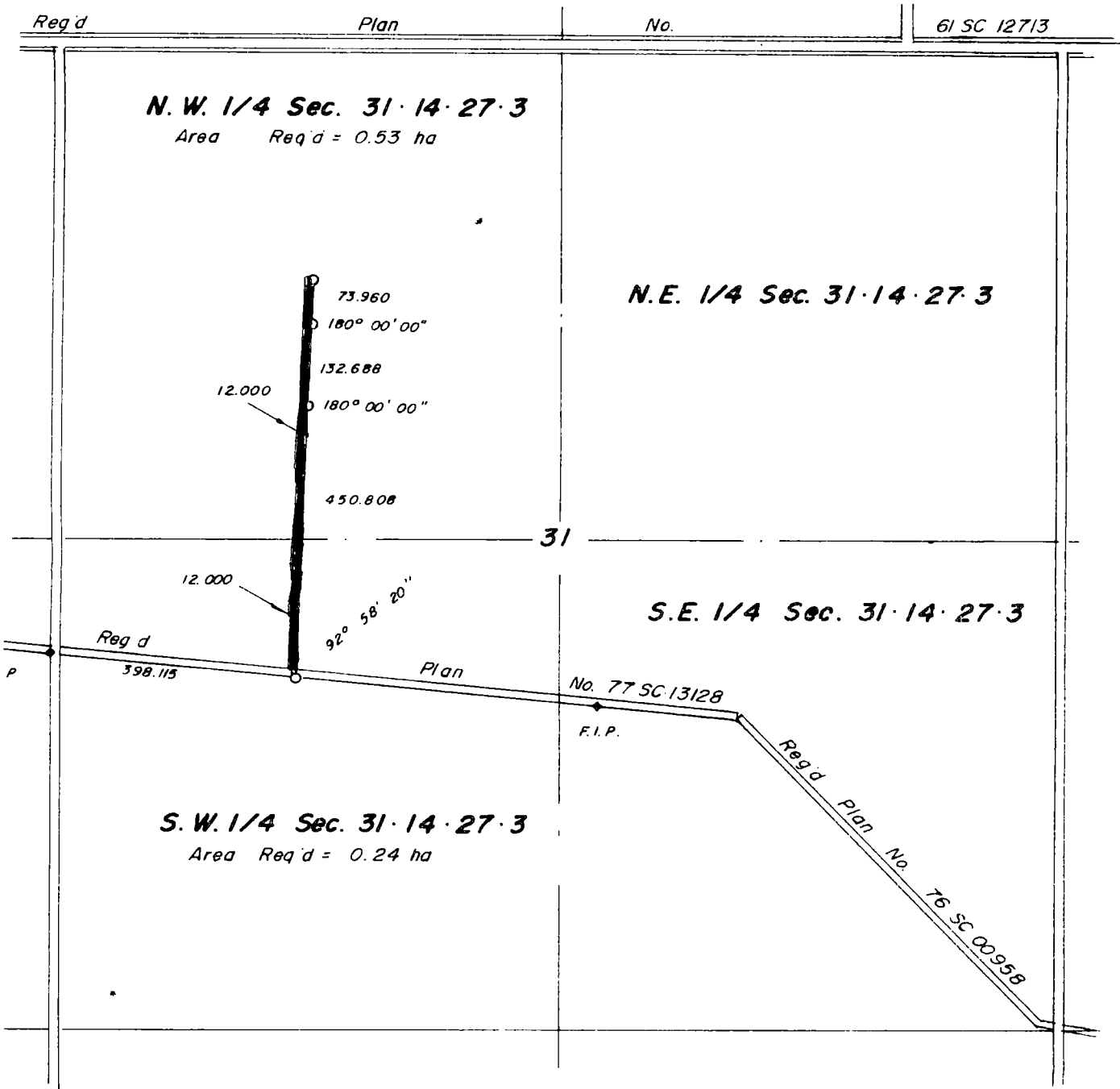


CIM12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

- Monuments found shown thus •
- Monuments found shown thus ○
- Portion referred to colored

Title No.

Date: Sept. 19 /78

Certified Correct

Geo. A. Munro
s.d. A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

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

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

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

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

"SEE ATTACHED"

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

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

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

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

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

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

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

[Signature]
VICE PRESIDENT

per:

[Signature]
VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

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

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

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

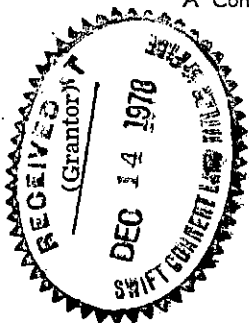
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing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

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

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

82 - SC — 00902

Fees		Inst. <u>Caveat</u>	
Total Fees <u>9.00</u>		From <u>Loseka Resources Ltd</u>	
Amt. Rec'd <u>30.00</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 31-14-27W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>73-SC.14148</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	Abstract
			G.R.C.
			Cert. of Chge.
			Cert. Copy <u>yes</u> <u>2</u> <u>73SC-06478</u>
			Notices <u>req'd</u> <u>1</u>

Remarks:

Div

Initials



COSEKA RESOURCES LIMITED

5TH FLOOR, 300 - 5TH AVENUE S.W., CALGARY, ALBERTA T2P 3C4 / (403) 261-3610

January 20, 1982

Swift Current Land Titles Office
350 Cheadle Street West
E. I. Wood Building
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: Land Title Requests
Our Files: 03-25-5354, 03-170-2556, 2561, 3252

Registration of Caveat covering: NW/4 31-14-27 W3M. Upon completion of your registration kindly return a copy of the title showing your registration to the undersigned. Our File: 5354

Kindly register the three Withdrawal and Discharge of Caveats as enclosed.

1. NE/4 Sec. 3-10-30 W3M Our File: 3252
2. SW/4 Sec. 19-10-29 W3M Our File: 3252
3. SE/4 6-8-28 W3M Our File: 2561

Copy of Title: E/2 22-11-26 W3M Title No. 70-SC-06478
Our File: 2556

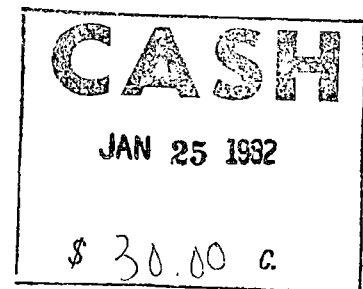
Also enclosed is our cheque No. 1670, in the amount of \$30.00 to cover the cost of the above.

Yours very truly,

COSEKA RESOURCES LIMITED

Karen Cottrell

klc
Enclosures





Notice of Registration of Caveat

William Hagel

GOLDEN PRAIRIE, Saskatchewan

Land Titles Office,

at Swift Current, Saskatchewan

January 25, 1982

Re NW¹ 31-11-27 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited,

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

2161 Scarth Street, Regina, Saskatchewan

and dated January 20 1982, wherein he claims

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

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

registered on the 25th day of January 1982

as No. 82-SC-00902

This land is included in Certificate of Title No. 73-SC-11148

in your name _____

 Registrar 

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST XX by virtue of a Surface Lease in writing made
between William Hagel of Golden Prairie, Saskatchewan, as Lessor, and Coseka
Resources Limited, as Lessee, dated August 26, 1978 for a term of twenty-one
years therefrom, for any and all purposes and uses as may be necessary or
useful in connection with all of Coseka Resources Limited operations.

IN THE FOLLOWING LAND, that is to say;

North West Quarter (NW/4) in Section Thirty-one (31) in Township Fourteen (14)
in Range Twenty-seven (27) West of the Third Meridian in the Province of
Saskatchewan,

being lands described in Certificate of Title, 73-SC-14148
standing in the register in the name of William Hagel

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

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

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

DATED the 20th day of January A.D. 19 82 .

5354

Daryl Hoate

Chg. Address # 89SC15246

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Deryck J. Choate

of the City of Calgary

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

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

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

SWORN before me at the City
of Calgary
in the Province of Alberta
this 20th day of January
A.D. 1982

Deryck J. Choate

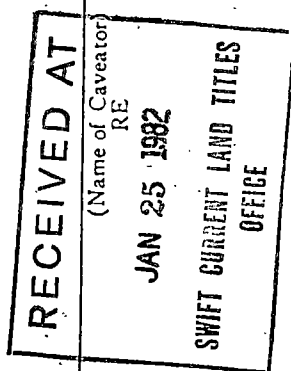
ANDREW J. MATOVICH

A Commissioner For Oaths

Without the Province of Saskatchewan.

MY APPOINTMENT EXPIRES DECEMBER 31, 1986

Dated A.D. 19



(the Land)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 25 day of Jan
A.D. 1982 as Number 82-500008
Registrar
S.O.L.R.A.

J. J. J. J.

82SC00902



92 - SC — 13087

Fees		Inst. <u>Ca Law.</u>	
Total Fees _____		From <u>N.R.D.</u>	
Amt. Rec'd <u>sent</u>		Address <u>Kelly org</u>	
Balance _____		Their Reference _____	

Is Dup. C. of T. with Instrument? <u>no</u>		In Office? _____		Being Returned to above Addressee? _____	
Is Instrument Registrable? _____		Titles Affected <u>73 SC14148, 90SC00052</u>			

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

Remarks:

_____ Initials

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

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

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

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

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

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

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

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

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

ATTENTION: Land Administration

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

Rhonda Cardinal

Agent for: COSEKA RESOURCES LIMITED

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

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

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

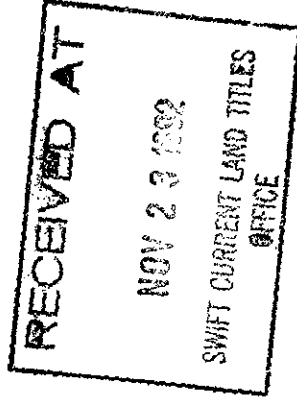
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles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

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

Rhonda Cardinal
RHONDA CARDINAL

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

92SC13087



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1902 as Number 92SC13087
P. Karpynski
Registrar

LAND TITLES
FORM AA
(Section 154)
Caveat

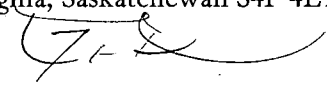
To the Registrar: **SWIFT CURRENT LAND TITLES DISTRICT**

Take notice that We, **ANADARKO CANADA CORPORATION** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Surface Lease Agreement dated November 3rd, 2000 by and between **WILLIAM HAGEL** as Lessor and **ANADARKO CANADA CORPORATION** as Lessee, in the NW ¼ 31-14-27 W3M for 160 acres as described in Certificate(s) of Title No. 73-SC-14148 forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o MacPherson, Leslie & Tyerman
Barristers and Solicitors
1500 - 1874 Scarth Street
Regina, Saskatchewan S4P 4E9

Dated this 20TH day of November, 2000

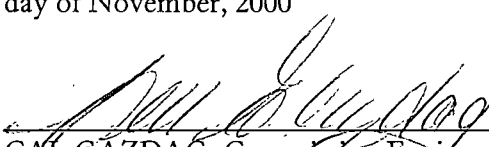


Tina Henderson, Land Administrator
ANADARKO CANADA CORPORATION
By it's Agent:
Caribou Land Services Ltd.

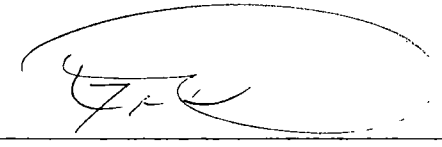
I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **ANADARKO CANADA CORPORATION** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. That the allegations in the above Caveat are true in substance and in fact to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels with the prohibition contained in Section (151) of the Land Titles Act.

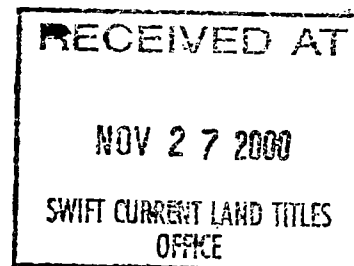
SWORN before me at the City of Calgary,
in the Province of Alberta, this 20TH
day of November, 2000



CAL GAZDAG, Commission Expires: 12/31/2005
A Commissioner for Oaths in and for/without
The Province of Saskatchewan



TINA HENDERSON



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 27 day of Nov

A.D. 2000 as Number COSC 15110

Registrar
S.C.L.R.D.
[Signature]

EASEMENT

I/We, **WILLIAM HAGEL** of the district of **Golden Prairie**, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however, to such encumbrances, 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 THIRTY ONE (31),
IN TOWNSHIP FOURTEEN (14),
IN RANGE TWENTY SEVEN (27),
WEST OF THE THIRD MERIDIAN, IN THE PROVINCE OF SASKATCHEWAN, IN THE DOMINION OF CANADA,
CONTAINING ONE HUNDRED AND SIXTY (160) ACRES, MORE OR LESS, ACCORDING TO DOMINION
GOVERNMENT SURVEY THEREOF,
EXCEPTING THEREOUT: NINETY SIX HUNDREDTHS (0.96) OF AN ACRE, MORE OR LESS, TAKEN FOR
A ROADWAY AS SHOWN ON A PLAN OF RECORD IN THE LAND TITLES OFFICE FOR THE SWIFT CURRENT
LAND REGISTRATION DISTRICT AS NO. 61SC12713**

MINERALS IN THE CROWN

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

In consideration of the sum of * * * One * * * (\$1.00) Dollars (receipt of which is hereby acknowledged) paid to me by **ANADARKO CANADA CORPORATION** hereinafter called the "Grantee", and in consideration of the covenants herein contained **DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER** to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the lands, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15m meters in width across the said lands on or before two years from the date hereof, or should the Grantee not forward to Grantor a plan showing the said right-of-way across the said lands outlined in red thereon, on or before two years from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said lands by encumbrance or occupation a sum calculated at the rate of Six Hundred Fifty (\$ 650.00) 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 interests in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the lands and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

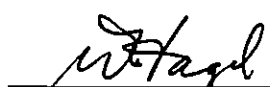
WAG

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 the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof, been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 3 day of November, 2000

SIGNED in the presence of:

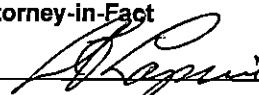

DAVID CHORNEY


Grantor: WILLIAM HAGEL

Address:

BOX 81
GOLDEN PRAIRIE, SASKATCHEWAN
S0N 0Y0

ANADARKO CANADA CORPORATION
By Its Attorney-in-Fact

Per: 

Per: LAURIE A. LARRICE

Address:

5th Ave. Place, 425 - 1st Street S.W., Box 2595, Station "M"
Calgary, Alberta T2P 4V4


WITNESS

CONSENT OF NON-OWNING SPOUSE

I, PAT HAGEL, non-owning spouse of WILLIAM HAGEL, consent to the attached disposition, I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of WILLIAM HAGEL to the extent necessary to give effect to this Grant of Easement and Right-of-Way Agreement.


PAT HAGEL Signature of Non-Ownning Spouse

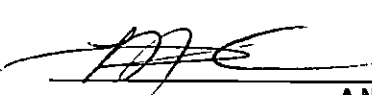
CERTIFICATE OF ACKNOWLEDGMENT

I, Marion Stein, a Notary Public, certify that I have examined PAT HAGEL, non-owning spouse of WILLIAM HAGEL the owning spouse, in the attached Grant of Easement and Right-of-Way, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Grant of Easement and Right-of-Way, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at the district of Golden Prairie, in the Province of Saskatchewan, this 3 day of November, 2000


A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN
MY APPOINTMENT EXPIRES: April 30, 2002

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of _____, in the Province of Saskatchewan, MAKE OATH
AND SAY AS FOLLOWS:

1. I am the Grantor named in the within Grant of Easement and Right-of-Way.
2. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage
2. I have no spouse.
2. My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signor of this disposition.

SWORN before me at _____,
in the Province of Saskatchewan, this _____
day of _____, 2000

A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT

I, DAVID CHORNEY, of City of Calgary
in the Province of Alberta, Land Agent, MAKE OATH AND SAY:

1. That I was personally present and did see **WILLIAM HAGEL** named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the district of Golden Prairie, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said **WILLIAM HAGEL**, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the City of Calgary,
in the Province of Alberta, this 21st
day of November, 2000

CAL GAZDAG
CAL GAZDAG, Commission Expires: 12/31/2000
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

DAVID CHORNEY
DAVID CHORNEY

AFFIDAVIT OF EXECUTION

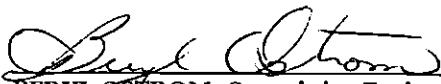
CANADA	)	I, Lori Jo Hinni, of the City of
PROVINCE OF ALBERTA	)	Calgary, in the Province of Alberta, Land
TO WIT	)	Administrator, make oath and say

1. THAT I was personally present and did see **LAURIER LAPRISE**, named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purpose named therein;
2. THAT the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto;
3. THAT I know the said **LAURIER LAPRISE** and he is in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 30)
day of November A.D., 2000)



LORI JO HINNI



BERYL OSTROM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan

INDIVIDUAL OWNERSHIP PLAN

Anadarko 12-31 Tie-In Page 1 of 1

Twp.15

Reg'd Road Plan No.:61-SC-12713

Oiled/Paved Road

Twp.14

Approx. Location of
SaskTel Buried Cables

20.117

20.117

15.000

Coseka
13-31

Coseka P/L R/W
Reg'd Plan No.93-SC-03745

Coseka P/L R/W
Reg'd Plan No.80-SC-01902

Rge.28 W.3M.

Rge.27 W.3M.

Trail

Cultivation

B.H. *W.H.*

12.000

Buried
Pipe

35.0 x 32.0m
Temp. Workspace

Anadarko
12-31

294.764

190°05'01"

89°59'32"

114.2099

15.000

F.I.P.

Access Road
to 6-31

31

14-27-3

Length of R/W: ±102m

NCO P/L R/W
Reg'd Plan No.:77-SC-13128

SURVEY MONUMENTS FOUND SHOWN THUS: ♦
SURVEY MONUMENTS PLANTED SHOWN THUS: ○ ●
DISTANCES ARE IN METRES AND DECIMALS THEREOF.
PORTIONS REFERRED TO ARE SHOWN THUS:

OWNER(S) WILLIAM HAGEL

C. of T. 73-SC-14148

AREA REQUIRED :

PIPELINE R/W 0.153 ha./ 0.38 Ac.

TEMP. WORKSPACE 0.097 ha./ 0.24 Ac.

CERTIFIED CORRECT, OCT. 27th, 2000.

SASKATCHEWAN LAND SURVEYOR

TABLE OF CROSSING

No.	Description



INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT-OF-WAY

IN

N.W.1/4 Sec.31 Twp.14 Rge.27 W.3M.

SCALE : 1:5000

ANADARKO File No.: SE 2838

DATE : OCT.27/2000

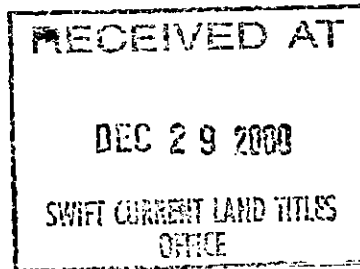
FILE No. : 331105916

REVISION : 0

DWG. No. : C5916IO4

PH
TGD

00SC16377



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 29 day of Dec

A.D. 2000 as Number 005C16377

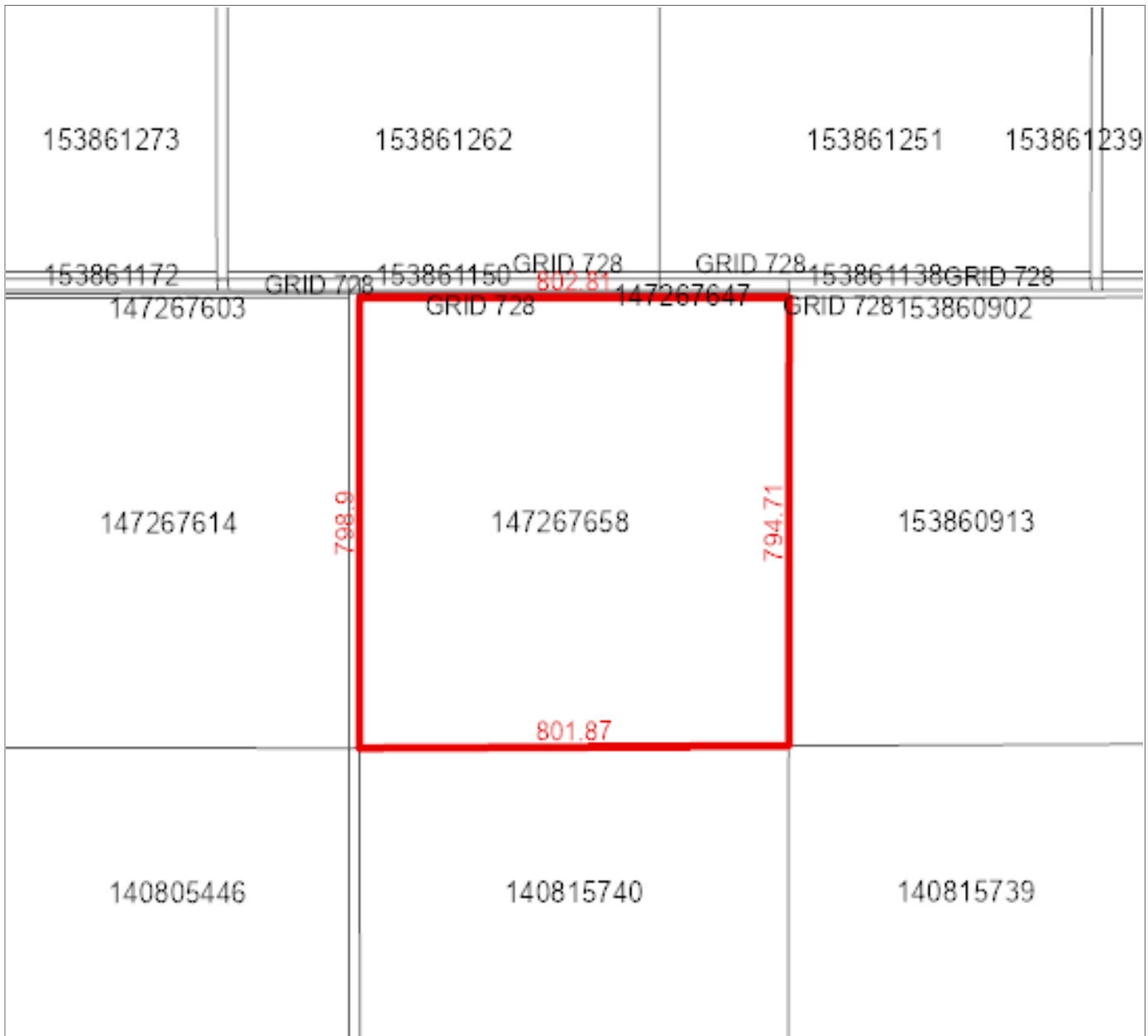
Registrar
S.C.L.R.D.

R. Verma



Surface Parcel Number: 147267658

REQUEST DATE: Mon Jan 26 10:16:50 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 63.93 hectares (157.97 acres)

Title Number(s) : 152733832

Converted Title Number : 73SC14148

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : NW 31-14-27-3 Ext 1

Source Quarter Section : NW-31-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000631200

PID: 1558089



Civic Address:

Legal Location: Qtr NW Sec 31 Tp 14 Rg 27 W 3 Sup

Supplementary:

Title Acres: 157.50

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 0360

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

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

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
37.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T2 - Gentle Slopes	\$/ACRE	1,609.76
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S3 - Moderate	Final	42.81
		Soil texture 2	L - [LOAM]	Phy. Factor 1	5% reduction due to SA1 - [95 : Salinity - Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4	L - [LOAM]				
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				
52.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,817.43
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	48.34
		Soil texture 2		Phy. Factor 1	5% reduction due to SA1 - [95 : Salinity - Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	FX - [FOX VALLEY]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				
3.00	A - [OCCUPIED YARD SITE]	Soil association 1	AD - [ARDILL]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,817.43
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	48.34
		Soil texture 2		Phy. Factor 1	5% reduction due to SA1 - [95 : Salinity - Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	FX - [FOX VALLEY]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

AGRICULTURAL PASTURE LAND

Municipality Name: RM OF BIG STICK (RM)				Assessment ID Number : 141-000631200		PID: 1558089	
Acres	Land Use	Productivity Determining Factors		Productivity Determining Factors		Ratin	
66.00	NG - [NATIVE GRASS]	Soil association 1	FX - [FOX VALLEY]	Range site	L: LOAMY	\$/ACRE	674.36
		Soil texture 1	CL - [CLAY LOAM]	Pasture Type	N - [Native]		
		Soil texture 2		Pasture Topography	T3: Moderate 6-9% Slopes		
				Grazing water source	N: No		
				Pasture Tree Cover	NO - [NO]		
				Aum/Acre	0.25		
				Aum/Quarter	40.00		
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$5,400		1	Residential	80%	\$4,320				Taxable
Agricultural	\$198,600		1	Other Agricultural	55%	\$109,230				Taxable
Total of Assessed Values:										
	\$204,000									
Total of Taxable/Exempt Values:						\$113,550				

Province of Saskatchewan Land Titles Registry Title

Title #: 152733821
Title Status: Active
Parcel Type: Surface
Parcel Value: \$238,500.00 CAD
Title Value: \$238,500.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672870

As of: 26 Jan 2026 10:08:46
Last Amendment Date: 09 Mar 2020 14:05:53.703
Issued: 09 Mar 2020 14:05:53.140
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815740

Reference Land Description: SW Sec 31 Twp 14 Rge 27 W 3 Extension 0
As described on Certificate of Title 85SC06898.

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

Registered Interests:

Interest #:
187429887

CNV Easement

Value: N/A
Reg'd: 03 Nov 1977 00:22:40
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 of 31
Holder:
Coseka Resources Limited
N/A
N/A, Saskatchewan, Canada
Client #: 108899230

Int. Register #: 106446315
Converted Instrument #: 77SC13601

Interest #:
187429898

CNV Easement

Value: N/A
Reg'd: 14 Dec 1978 00:25:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 31
Holder:
Coseka Resources Limited
830-1 Calgary Pl
Calgary, Alberta, Canada T2P 0L4
Client #: 108454147

Int. Register #: 106446326
Converted Instrument #: 78SC15371

Interest #:
187429900

CNV Caveat

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

As to SW of 31

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

Int. Register #: 106446337
Converted Instrument #: 89SC22828

Interest #:
187429911

CNV Caveat

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

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

Int. Register #: 106446269
Converted Instrument #: 89SC22838

Interest #:
187429922

Lease - 10 years or more

Value: N/A
Reg'd: 02 Apr 2003 11:20:53
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 107763059

Interest #:
187429933

Pipelines Act - Easement

Value: N/A
Reg'd: 21 Apr 2003 08:28:24
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 107913427

Addresses for Service:

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

Notes:

Parcel Class Code: Parcel (Generic)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

77 - SC - 13601

FEES		Inst. <u>Easement</u>
Total Fees <u>4⁰⁰</u>		From <u>Western Land Services Co. Ltd.</u>
Amt. Rec'd <u>a/c</u>		Address <u>Calgary, Alta.</u>
Balance _____		Their Reference <u>SW31-14-27 W3.</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to above Addressee? no
 Is Instrument Registrable? yes Titles Affected 73 Sc-14149(a)

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

Remarks:

me Initials

Easement

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

The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan.

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

In consideration of the sum of Ten xx/100 (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

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

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 40 feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.

2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.

3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said

lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.

4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.

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

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

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

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

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

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

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

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 7 day of June A.D. 1977.

Signed by the said
in the presence of

Grantor

William Hagel
WILLIAM HAGEL

Box 81, Golden Prairie, Sask.
Address

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

Per:

W. J. J. J.
VICE PRESIDENT

Per:

W. J. J. J.
VICE PRESIDENT

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Ruben Jacober of Medicine Hat
in the Province of Saskatchewan, Alberta
make oath and say:

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

SWORN before me at Medicine Hat
in the Province of Saskatchewan, Alberta
this 14 day of June
A.D. 19 77.

Peggy Keener
A Commissioner for Oaths ~~without~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 80.

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

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

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

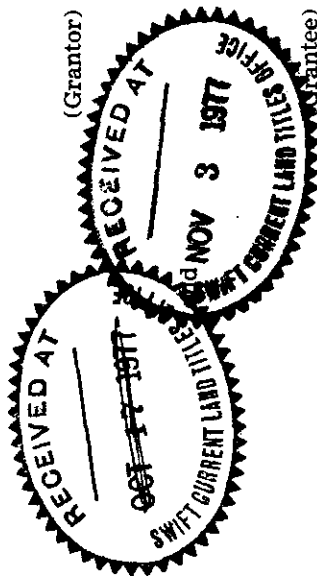
I, Ruben Jacober, of the City
of Medicine Hat in the Province of Saskatchewan, Alberta
Landman, make oath and say:

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

SWORN before me at Medicine Hat
in the Province of Saskatchewan, Alberta
this 14 day of June
A.D. 19 77.

Peggy Keener
A Commissioner for Oaths ~~without~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

77-SC-12713
77-SC-13601
77-SC-13602



This instrument, received at
No. 8-12713, is RETURNED

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 3 day of Nov
A.D. 1977, 43 Number 77SC-13601
William Hagel Registrar
SCLRA

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

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

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

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

Remarks:

ed Initials

wls

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

WESTERN LAND Services Co. Ltd.

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

OUR FILE: C(M) 12948

December 12, 1978

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

Dear Sirs:

Re: Registration of Easements

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

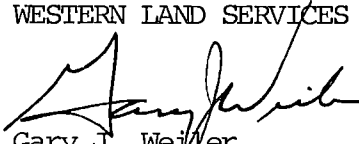
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE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

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

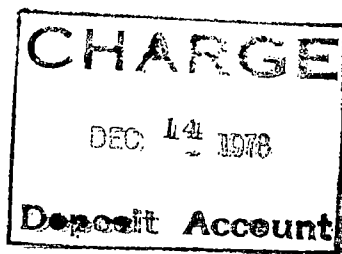
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



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



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

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

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

WITNESS:

[Signature]

OCCUPANT OR OWNER:

[Signature]

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

NORTH

WEST

EAST

13	14	15	16
12	11	10	9
5	6	7	8
4	3	2	1

SOUTH

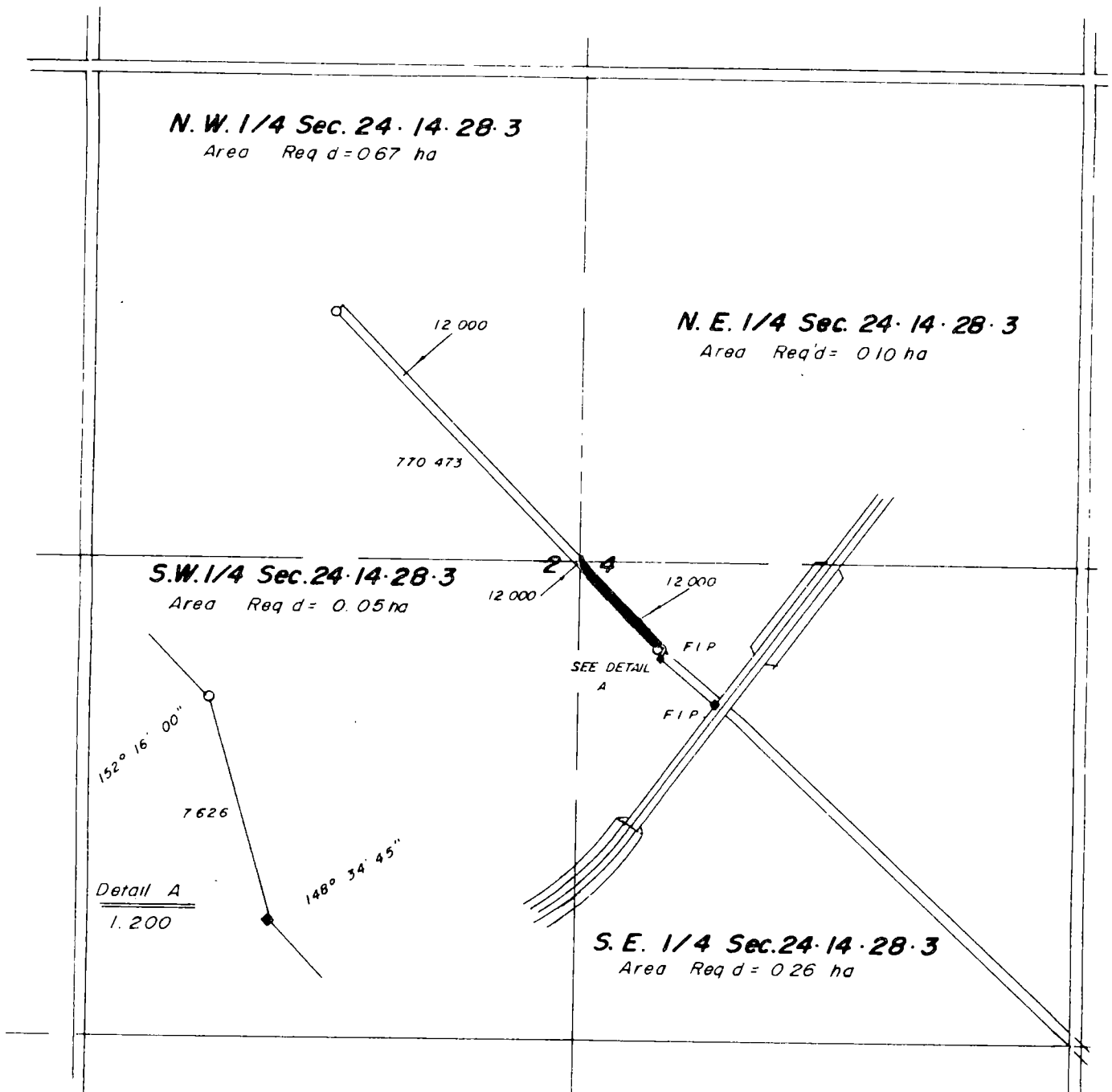
Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner :

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Title No.

Date: Sept 19 /78

Certified Correct

Geo. A. Munro

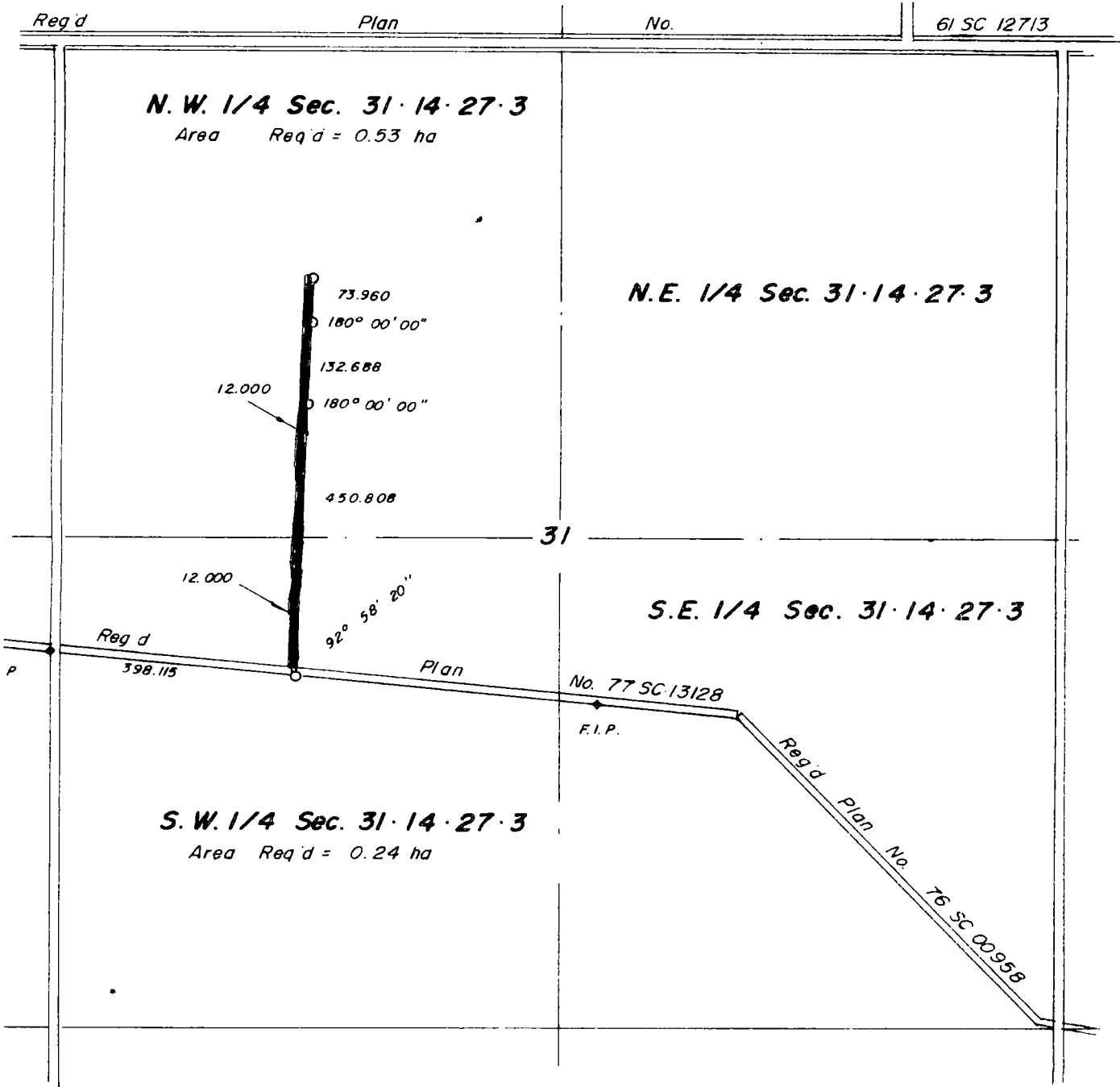
54 A.L.S.
Geo. Munro and Assoc. Ltd.

CIM12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

- Monuments found shown thus •
- Monuments found shown thus ○
- Portion referred to colored

Title No.

Date: Sept. 19 /78

Certified Correct

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

Easement

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

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
 ✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
 Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
 ✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
 ✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
 Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
 ✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
 Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

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

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

"SEE ATTACHED"

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

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

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

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

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

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

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

[Signature]
VICE PRESIDENT

per:

[Signature]
VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

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

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

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

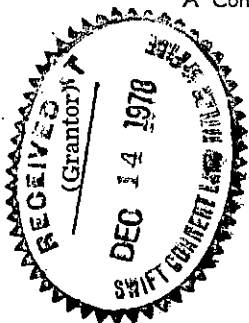
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing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

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

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

wa **89SC22828**

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

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?
 Is Instrument Registrable? Titles Affected *85-6898, 73-14149*

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

Remarks:

W Initials

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

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

IN THE FOLLOWING LAND, that is to say; _ _ _

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

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

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

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

MY ADDRESS is Calgary, Alberta T2P 4A9

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

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

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document.

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ COSEKA RESOURCES LIMITED

of the City of Calgary, in the Province of Alberta

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

being lands described in Certificate of Title, 85SC06898 & 73-SC-14149

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

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

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

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator
Robin Anderson, Land SecretaryAttached
Part of Title

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

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

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

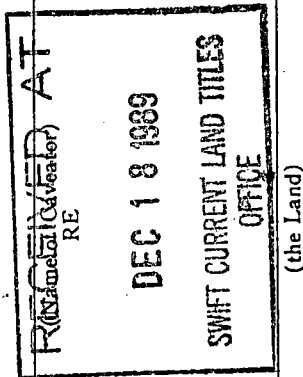
SWORN before me at the City
of Calgary
in the Province of Alberta
this 11th day of December
A.D. 1989

Robin Anderson

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

89SC22828

Dated A.D. 19



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 895622828

Registrar
S.C.L.R.D.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canwest</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

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

Is Instrument Registrable? Titles Affected *85-6898*

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

Remarks:

[Signature] Initials

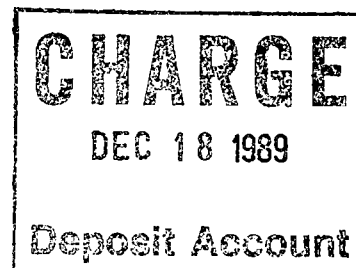


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

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

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

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

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

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

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

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

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

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

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

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

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

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

depositing to the Lessor's credit in the

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

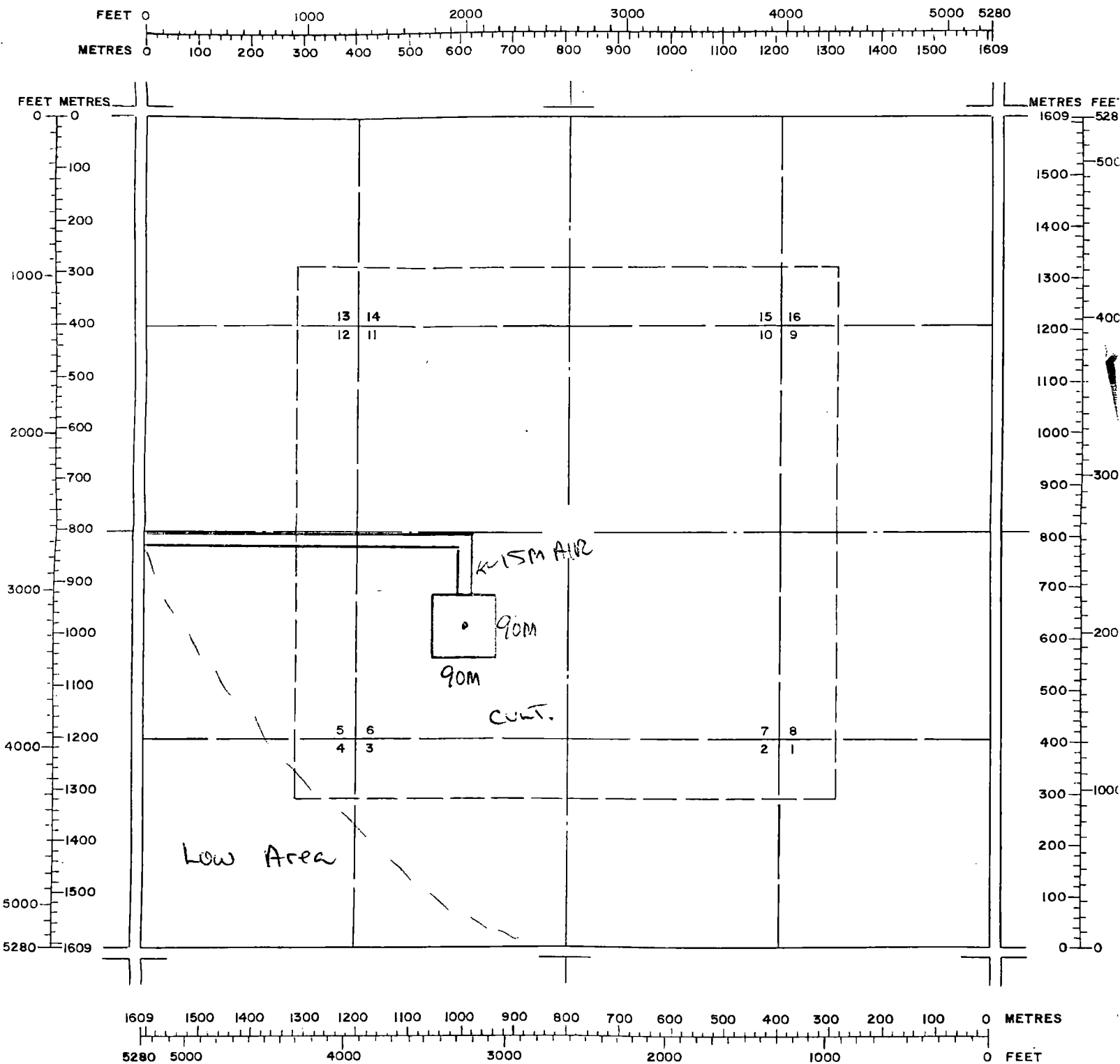
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

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



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 0.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

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

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

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

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

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

COSEKA RESOURCES LIMITED

Thomas M. Broch
Robert Jones

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

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

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

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

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

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

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

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

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

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

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

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

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

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

In the Province of Saskatchewan, this 28

day of **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

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

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

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

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.

being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

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

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

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

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


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

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

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

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

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

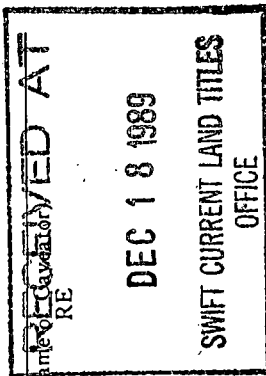
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SS 3355

SASKATCHEWAN SURFACE LEASE

THIS INDENTURE made the 26 day of March, 2003

BETWEEN:

WILLIAM HAGEL
of the DISTRICT OF GOLDEN PRAIRIE

in the Province of Saskatchewan,
(hereinafter called "the Lessor")

- and -

ANADARKO CANADA CORPORATION
of the City of Calgary

in the Province of Alberta
(hereinafter called "the Lessee")

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

SW SEC 31 TWP 14 RGE 27 W3 EXTENSION 0

as more particularly described and set forth in Certificate(s) of Title No(s). 118672870 of Record in the Land Title Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

1. DEMISED PREMISES

The Lessor for the purposes and at the rent, including compensation for permanent damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A" hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one (21) years from the date hereof for any or all of the Lessee's operations including but not limited to, a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon or under, across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by Lessee

- (a) For the first year the sum of three thousand three hundred and ninety (\$ 3390) Dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for permanent damage applied as follows:
- (i) Compensation for permanent damage one thousand six hundred and thirty five (\$ 1635) Dollars.
- (ii) Rent one thousand seven hundred and fifty five (\$ 1755) Dollars.

Payment in subsequent years by Lessee

- (b) For each subsequent year the sum of one thousand seven hundred and fifty five (\$ 1755) Dollars payable annually in advance of the anniversary date hereof in each year during the current term of the lease.

Provided that the Lessee may, from time to time and at any time, surrender any portion of the demised premises by giving one month's written notice to the Lessor to that effect and by delivering or mailing to the Lessor a sketch or plan of the portion or portions, thereof retained.

Payment for No-entry

- (c) If the demised premises covered by this lease are not entered upon, except for survey purposes, within 365 days of the date of this lease, the Lessee shall pay to the Lessor the sum of TWO HUNDRED — 00/100 (\$200.00) for the right to survey and all other inconveniences and the said lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of three thousand three hundred and ninety (\$ 3390) as previously set out, within the 90 day period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

2. THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:

Taxes, etc., payable by the Lessor

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

Quiet enjoyment by Lessee

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

Right to renew by Lessee

- (c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one (21) years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one (21) years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:**Payment of rent by Lessee**

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

Cancellation in the case of default

- (b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five (45) days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

- (c) The Lessee shall have the right to dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the wellsite and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance the Lessee shall deliver up the demised premises in the same condition as far as may be reasonably practicable to do so as that existed immediately prior to entry thereon for the use thereof by the Lessor.

Abandonment and restoration

- (d) Upon abandonment of the well, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by Lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

4. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:**Review of rent every three years upon request of either party**

- (a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three (3) years from the date hereof and at the end of each succeeding three (3) year period. Such request shall be in writing and given to the other party three months prior to the commencement of the period in respect of which the review of rent is sought or within three (3) months after the expiration of each succeeding three (3) year interval. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the Surface Rights Acquisition and Compensation Act shall apply.

Right of surrender and removal of equipment by Lessee

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

Discharge of encumbrances by Lessee and reimbursement

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

Rights to assign by Lessee

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

Notification of change of ownership

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

Manner of making payments

- (f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same payable at par to the Lessor at his address for service of notices herein provided ~~or by depositing to the Lessor's credit in the~~ ^{at} ~~other place at the Lessor may designate from time to time~~ the sum thereof on or before the date such rent or other payment becomes due. (or in such

Notices by Lessor and Lessee

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

LESSOR: WILLIAM HAGEL
BOX 81
GOLDEN PRAIRIE, SASKATCHEWAN S0N 0Y0

LESSEE: ANADARKO CANADA CORPORATION
BOX 2595, STATION "M"
CALGARY, ALBERTA T2P 4V4

Time of the essence

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

Saskatchewan law to apply

- (i) This lease shall for all purposes be construed according to the law of Saskatchewan.

Meaning of "Lessor" and "Lessee"

- (j) The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

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

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

SIGNED, SEALED AND DELIVERED

by the above named Lessor
in the presence of

Witness Sean K. O'Neill - Whittenhead

William Hagel
WILLIAM HAGEL

ANADARKO CANADA CORPORATION
By its Attorney -In-Fact

Witness

CONSENT OF NON-OWNING SPOUSE

I, _____ non-owning spouse of _____ consent to the attached lease. I declare that I have signed this consent for the purpose of relinquishing all my rights in the said homestead in favour of _____ so far as may be necessary to give effect to this lease.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____ of _____ a Notary Public/Solicitor, certify that I have examined _____ non-owning spouse of _____ the owning spouse, in the attached lease, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

- (a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse, and;
- (b) understands his/her rights in the homestead.

DATED this _____ day of _____, 2003

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, SEAN K. O'NEILL - WHITEHEAD of the CITY OF CALGARY, in the Province of Alberta, LAND AGENT, make oath and say:

1. THAT I was personally present and did see WILLIAM HAGEL, named in the within instrument, who is/are personally known to me to be the person(s) named therein duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said WILLIAM HAGEL, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the CITY OF CALGARY,
in the Province of Alberta this 31 day of
March, 2003

Sean K. O'Neill - Whitehead
SEAN K. O'NEILL - WHITEHEAD

Debra Fenwick
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

DEBRA FENWICK

Commissioner for Oaths without the
Province of Saskatchewan

Commission Expires: August 31, 2006

THE HOMESTEADS ACT AFFIDAVIT

I, WILLIAM HAGEL, of the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, make oath and say:

1. I am the Lessor named in the attached lease.
2. My Spouse and I have not occupied the land described in this lease as our homestead at any time during our marriage; or,
3. ~~My Spouse and I~~
4. ☒ My Spouse is a registered owner of the land that is the subject matter of the lease and a co-signatory of this lease.

SWORN before me at the DISTRICT OF GOLDEN PRAIRIE,
in the Province of Saskatchewan, this 26 day of
March, 2003

William Hagel
WILLIAM HAGEL

Sean K. O'Neill - Whitehead
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

SEAN K. O'NEILL - WHITEHEAD
A Commissioner for Oaths in and for
without the Province of Saskatchewan
My Commission Expires: Sept 30, 2006

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

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

DATED at the _____, in the Province of Saskatchewan, this _____ day of _____, A.D. 2003

Witness

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____, named in the within instrument, who is
(are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the _____, in the Province of Saskatchewan, and that I am the
subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen
years.

SWORN before me at the _____,
in the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for/without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

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

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

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

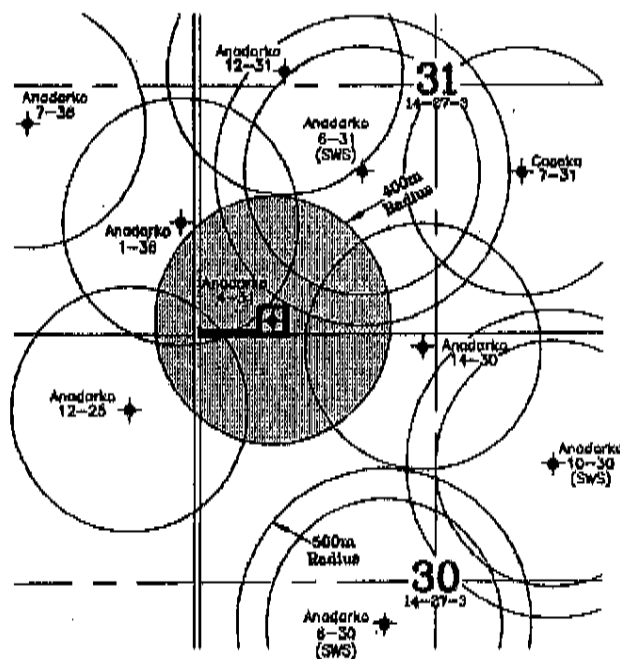
SWORN before me at the CITY OF CALGARY,)

in the Province of Alberta, this _____)

day of _____, A.D. 2003)

SHANNON SHOMODY

BERYL OSTROM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan

**SKETCH**

Scale 1:25,000

ANADARKO HATTON 4-31-14-27**WELL SITE AND ACCESS ROAD****L.S. 4 Sec. 31 Twp. 14 Rge. 27 W.3 M.****ELEVATIONS:**

GROUND AT WELL LOCATION: 738.09

N.W. Corner: 739.58 N.E. Corner: 736.95

S.W. Corner: 737.77 S.E. Corner: 737.34

CO-ORDS:

Surface 45.00 N. of S. Boundary } Sec.31
 Location 246.08 E. of W. Boundary }

GEOGRAPHICAL CO-ORDS

LATITUDE 50° 12' 30.6" } NAD 83
 LONGITUDE 109° 41' 14.5" }

AREAS:

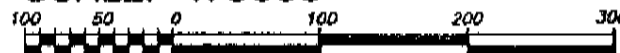
Well Site = 0.810 ha. 2.00 ac.
 Access Road = 0.206 ha. 0.51 ac.
 Total = 1.016 ha. 2.51 ac.



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 13th day of March, 2003.

Jeffrey T. Skelton
 Saskatchewan Land Surveyor
 Jeffrey T. Skelton

Bradley J. ...
 Witness

SCALE: 1:5000

Survey monuments found are shown thus: ♦

Survey monuments planted are shown thus: △ (50cm)

IRON SPIRE

○ (2.50cm)

WOOD PILE

Portions referred to are shown thus: [hatched box]

Distances are in metres and decimals.

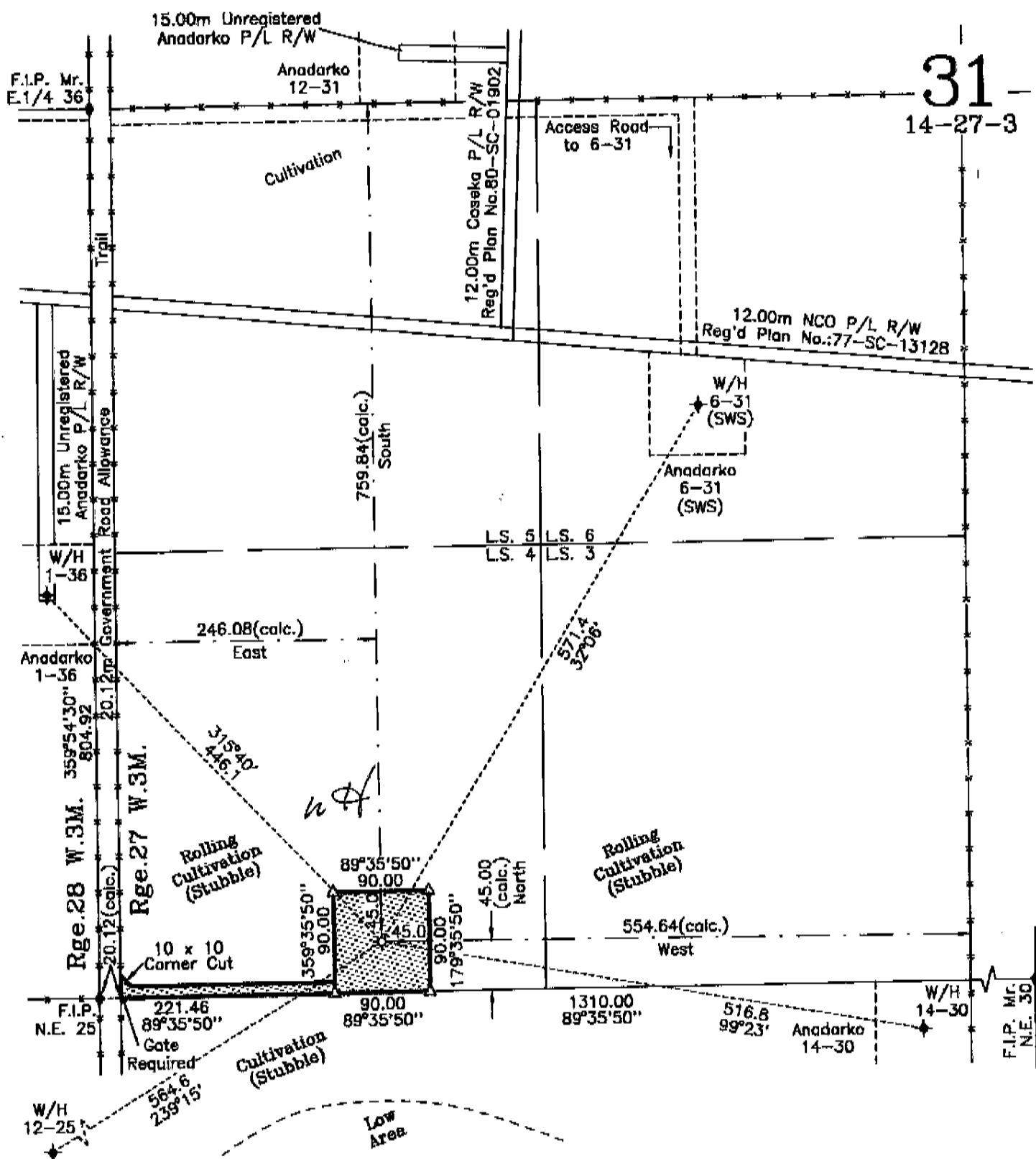
There are no surface improvements within 75 metres of this well location unless shown otherwise.

DATUM:

Sask. Control Mon. No. 765907

Elev. = 819.30

Revised Sketch		Mar. 18/03	
REVISION		DATE	
		JOB NO. 331107790 DWG NO. G7790W21 TCD NO.	



CARTESIAN CO-ORDINATES

46.73 NORTH
246.01 EAST | S.W.Cor. 31-14-27-3



**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SE 3418

EASEMENT

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

SW SEC 31 TWP 14 RGE 27 W3 EXTENSION 0

in the Province of Saskatchewan, as described in Certificate of Title No. **116672870** registered in the Land Titles Offices for the Saskatchewan Land Registration District, hereinafter called the said lands.

In consideration of the sum of * * * **One** * * * (\$**1.00**) Dollars (receipt of which is hereby acknowledged) paid to me by **ANADARKO CANADA CORPORATION** hereinafter called the "Grantee", and in consideration of the covenants herein contained **DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER** to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the lands, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15m meters in width across the said lands on or before two years from the date hereof, or should the Grantee not forward to Grantor a plan showing the said right-of-way across the said lands outlined in red thereon, on or before two years from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of one hundred and fifty Dollars (\$ 150) per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon. Furthermore, the Grantee shall indemnify and save harmless the Grantor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Grantee, its servants or agents in, under or upon the said lands.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interests in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the lands and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addressee 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 the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof, been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26 day of March, 2003

SIGNED in the presence of:


 SEAN K. O'NEILL - WHITEHEAD


 Grantor: WILLIAM NAGEL

Grantor:

Address:
 Box 91
 Golden Prairie, Saskatchewan S0N 0Y0

ANADARKO CANADA CORPORATION
 By its Attorney-in-Fact

Per: _____

Per: _____

Address:
 5th Ave. Place, 425 - 1st Street S.W., Box 2595, Station "M"
 Calgary, Alberta T2P 4V4

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of _____ to the extent necessary to give effect to this Grant of Easement and Right-of-Way Agreement.

 Signature of Non-Ownning Spouse

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, a Notary Public, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached Grant of Easement and Right-of-Way, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse;
- and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Grant of Easement and Right-of-Way, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____ in the Province of Saskatchewan, this _____ day of _____, 2003

 A NOTARY PUBLIC IN AND FOR
 THE PROVINCE OF SASKATCHEWAN
 MY APPOINTMENT EXPIRES: _____

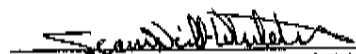
HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, **WILLIAM HAGEL**, of the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Grantor named in the within Grant of Easement and Right-of-Way.
2. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage.
3. ~~I have no spouse.~~
4. ~~My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signer of this disposition.~~

SWORN before me at the **DISTRICT OF GOLDEN PRAIRIE**,
in the Province of Saskatchewan, this 24
day of March, 2003


A COMMISSIONER FOR OATHS in and for without
the Province of Saskatchewan

A Commissioner for Oaths in and for
without the province of Saskatchewan
My Commission Expires Sept.30, 2005


WILLIAM HAGEL

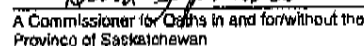
AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT

I, **SEAN K. O'NEILL - WHITEHEAD**, of the **CITY OF CALGARY**,
in the Province of Alberta, **LAND AGENT**, MAKE OATH AND SAY:

1. That I was personally present and did see **WILLIAM HAGEL**, named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said **WILLIAM HAGEL**, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the **CITY OF CALGARY**,
in the Province of Alberta, this 31
day of March, 2003


A Commissioner for Oaths in and for without the
Province of Saskatchewan


SEAN K. O'NEILL - WHITEHEAD

DEBRA LOUISE FENWICK

A Commissioner for Oaths without the
Province of Saskatchewan

My Commission Expires: August 31, 2004

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

DATED at the _____, in the Province of Saskatchewan, this _____ day of _____, A.D. 2003

Witness

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the _____, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the _____
in the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

1. THAT I was personally present and did see _____, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the CITY OF CALGARY, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

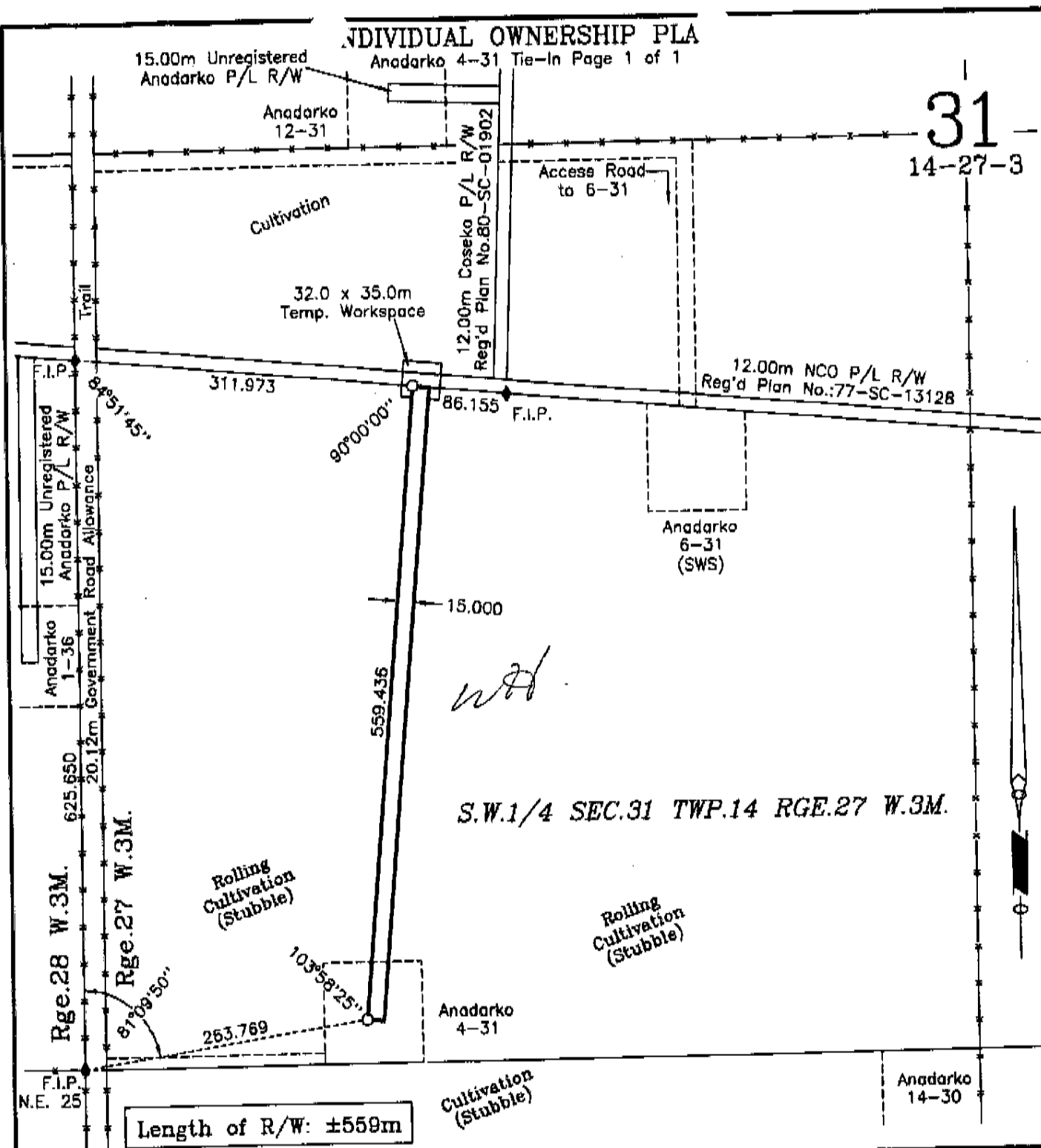
SWORN before me at the CITY OF CALGARY,

in the Province of Alberta, this _____

day of _____, A.D. 2003

SHANNON SHOMODY

BERYL OSTRUM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan



SURVEY MONUMENTS FOUND SHOWN THUS: ♦
 SURVEY MONUMENTS PLANTED SHOWN THUS: ○ ●
 DISTANCES ARE IN METRES AND DECIMALS THEREOF.
 PORTIONS REFERRED TO ARE SHOWN THUS:

OWNER(S) WILLIAM HAGAL

C. of T. 85SC06898

AREA REQUIRED :

PIPELINE R/W 0.839 ha./ 2.07 Ac.
 TEMP. WORKSPACE 0.097 ha./ 0.24 Ac.

CERTIFIED CORRECT, MAR 13th, 2003.

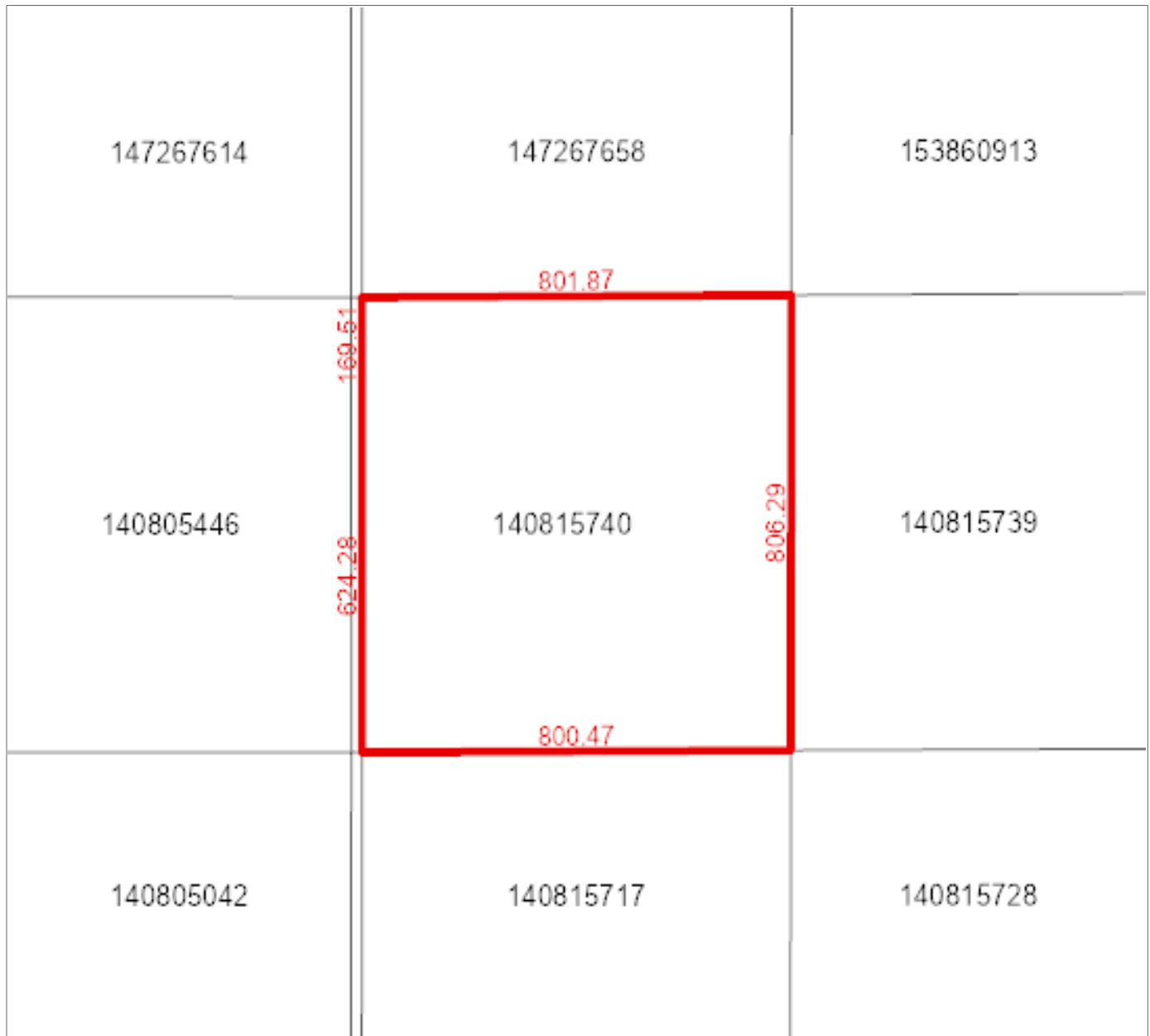
SLT
 SASKATCHEWAN LAND SURVEYOR

INDIVIDUAL OWNERSHIP PLAN SHOWING PIPELINE RIGHT-OF-WAY IN S.W.1/4 SEC.31 TWP.14 RGE.27 W.3M.	
McELHANNAY LAND SURVEYS (ALTA.) LTD. 450, 999-8th STREET S.W. CALGARY, ALBERTA T(403)245-4711 F(403)228-9180	
SCALE : 1:5000	ANADARKO File No.: SE 3418
DATE : MAR.13/03	FILE No. : 331107790
REVISION : 0	DWG. No. : C7790I21
	PH 100



Surface Parcel Number: 140815740

REQUEST DATE: Mon Jan 26 10:08:20 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 64.58 hectares (159.58 acres)

Title Number(s) : 152733821

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SW 31-14-27-3 Ext 0

Source Quarter Section : SW-31-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 1

Municipality Name: RM OF BIG STICK (RM)			Assessment ID Number : 141-000631400		PID: 1558113		
	Civic Address:			Title Acres:	160.00	Reviewed:	07-Nov-2023
	Legal Location: Qtr SW Sec 31 Tp 14 Rg 27 W 3 Sup			School Division:	211	Change Reason:	Reinspection
	Supplementary:			Neighbourhood:	141-100	Year / Frozen ID:	2025/-32560
				Overall PUSE:	2000	Predom Code:	
						Method in Use:	C.A.M.A. - Cost
				Call Back Year:			

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
112.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T3 - Moderate Slopes	\$/ACRE	1,611.69
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	42.86
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	FX - [FOX VALLEY]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	ER10				
34.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T2 - Gentle Slopes	\$/ACRE	1,627.72
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S3 - Moderate	Final	43.29
		Soil texture 2	L - [LOAM]	Phy. Factor 1	2% reduction due to SA0 - [98 : Salinity - Very Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
14	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$236,000		1	Other Agricultural	55%	\$129,800				Taxable
Total of Assessed Values:	\$236,000				Total of Taxable/Exempt Values:	\$129,800				

Province of Saskatchewan Land Titles Registry Title

Title #: 152733775

Title Status: Active

Parcel Type: Surface

Parcel Value: \$240,000.00 CAD

Title Value: \$240,000.00 CAD

Converted Title: 85SC06898

Previous Title and/or Abstract #: 118672791

As of: 26 Jan 2026 10:06:11

Last Amendment Date: 09 Mar 2020 14:05:51.063

Issued: 09 Mar 2020 14:05:50.670

Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815717

Reference Land Description: NW Sec 30 Twp 14 Rge 27 W 3 Extension 0
As described on Certificate of Title 85SC06898.

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

Registered Interests:

Interest #:

187429629

CNV Caveat

Value: N/A

Reg'd: 11 Sep 1985 00:17:57

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2ND ST SW

CALGARY, Alberta, Canada T2P 4J8

Client #: 138904667

Int. Register #: 106446247

Converted Instrument #: 85SC10773

Interest #:

187429652

CNV Caveat

Value: N/A

Reg'd: 11 Sep 1985 00:17:57

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

As to NW & S 1/2 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2ND ST SW

CALGARY, Alberta, Canada T2P 4J8

Client #: 138904667

Int. Register #: 106446270

Converted Instrument #: 85SC10772

Interest #:
187429630

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

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

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429641

CNV Caveat

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

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

Int. Register #: 106446269
Converted Instrument #: 89SC22838

Addresses for Service:

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

Notes:

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 1/2 30</u>		

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

North Canadian Oils Limited and Calgary
of

in the Province of Alberta
(hereinafter called the "Lessee")

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

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

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

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

(b) for each subsequent year the sum of _____ dollars
payable annually in advance on the anniversary of the date hereof in each year during the currency hereof:

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

.....

CERTIFICATE

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

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

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
, make oath and say as follows:
(Occupation)

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

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

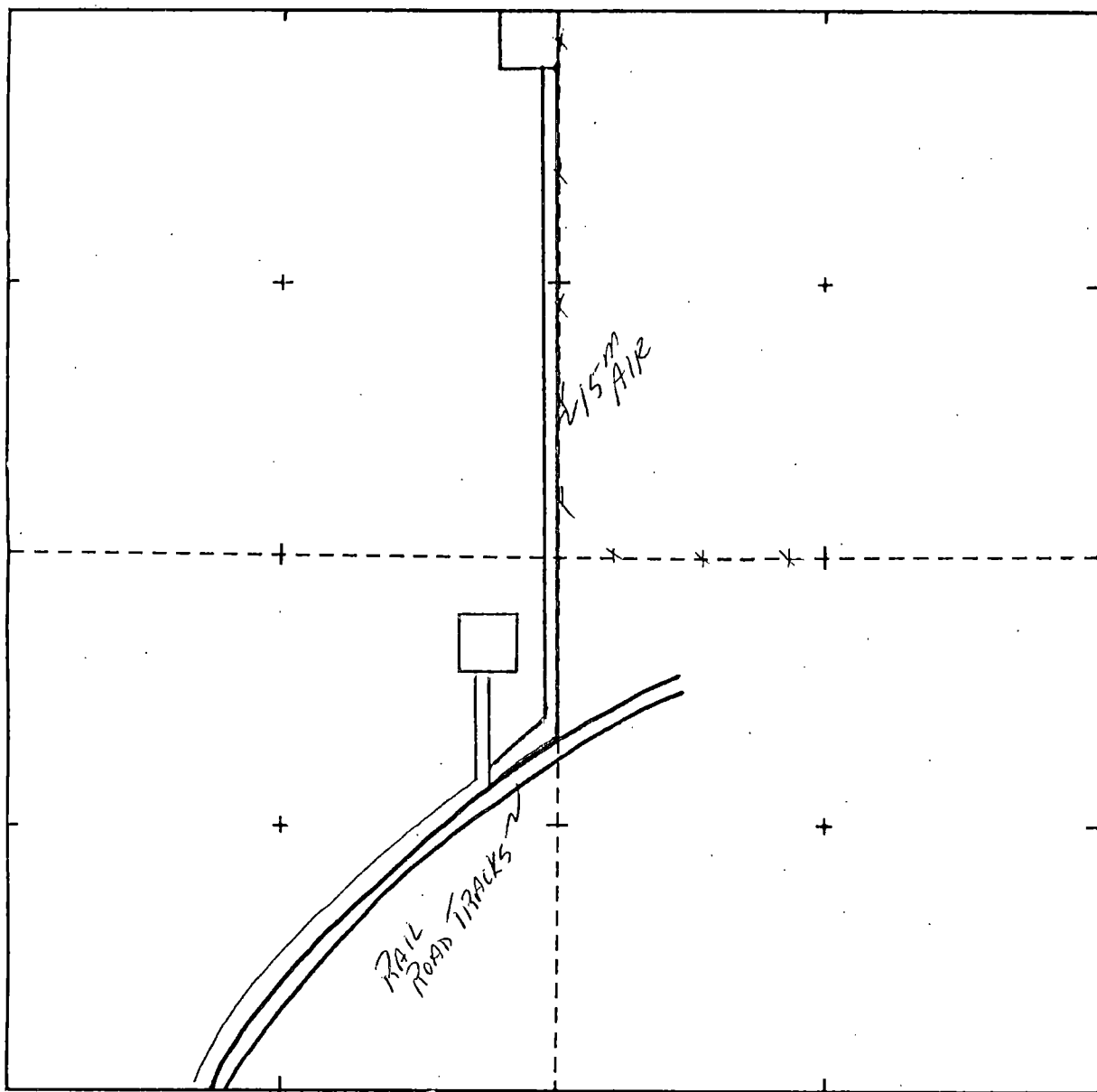
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

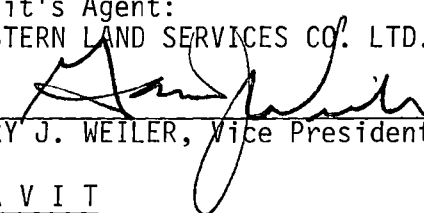
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

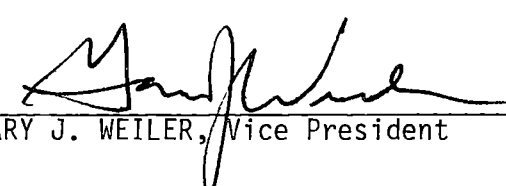
A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

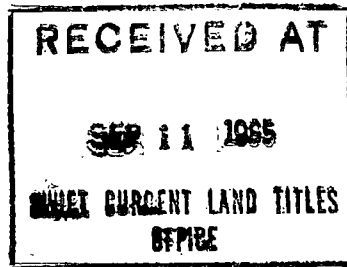
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



85 - SC — 10772

Fees		Inst. <u>Canada</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	<u>yes</u>

Remarks:

AD Initials

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

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

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

.....

WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

.....

CERTIFICATE

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

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

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

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

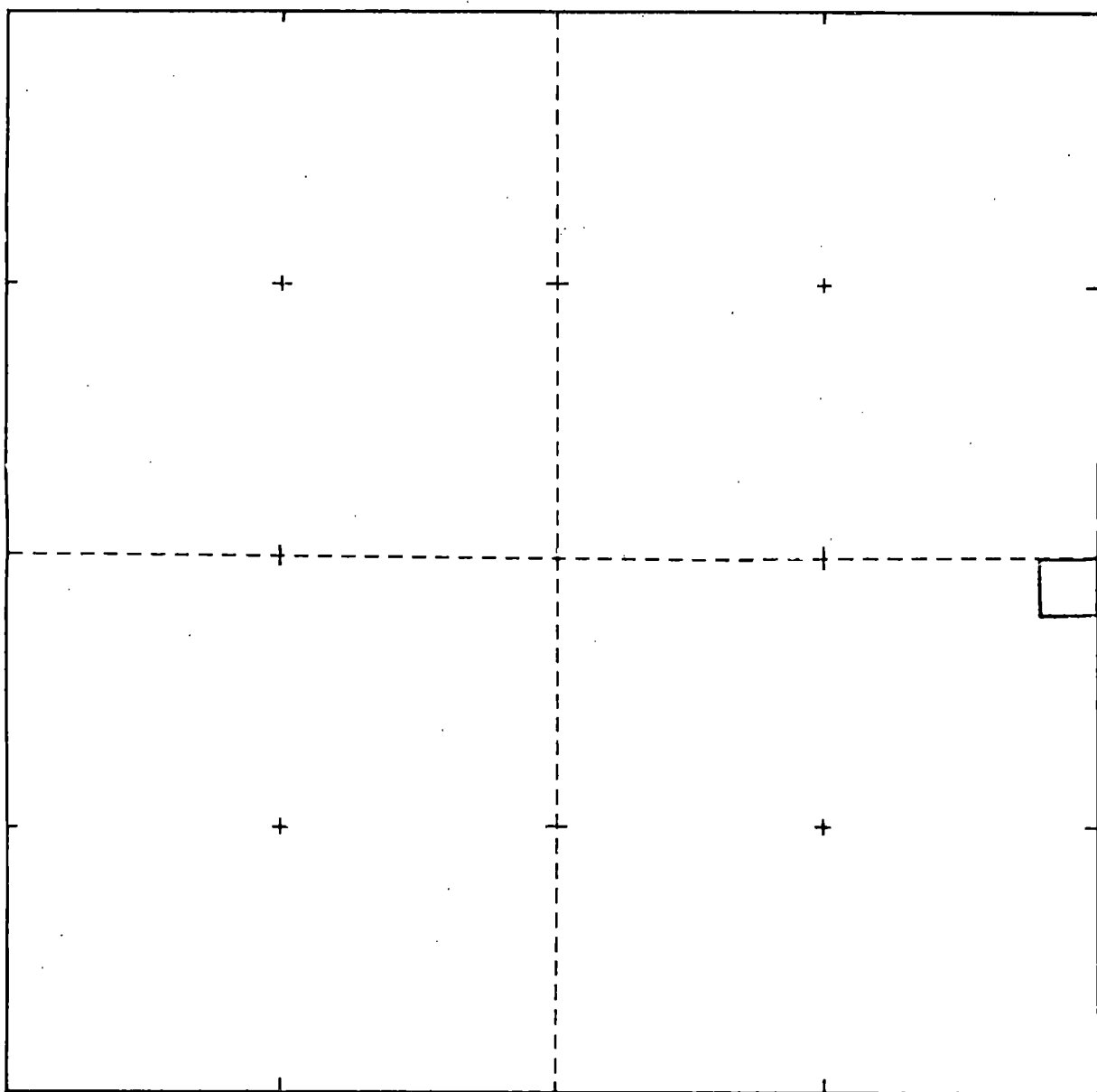
~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85

Kent Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN
PROPOSED LOCATION OF
WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hegel

Ken Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

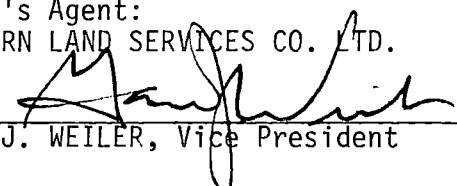
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

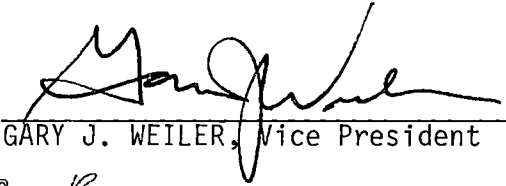
A F F I D A V I T

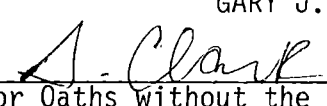
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

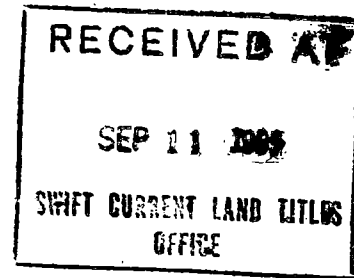
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

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

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

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

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

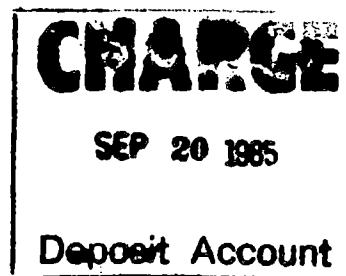
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



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

AGENTS TO INDUSTRY



Easement

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

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

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

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

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

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

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

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

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

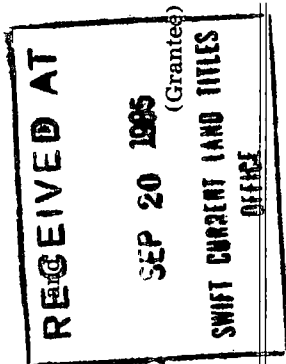
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

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

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ the Province of Saskatchewan
without
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
Western
WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canary</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

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

Is Instrument Registrable? Titles Affected *85-6898*

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

Remarks:

[Signature] Initials

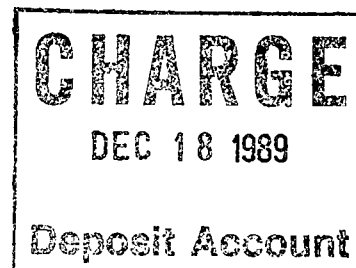


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

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

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

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

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

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

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

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

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

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

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

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

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

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

depositing to the Lessor's credit in the

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

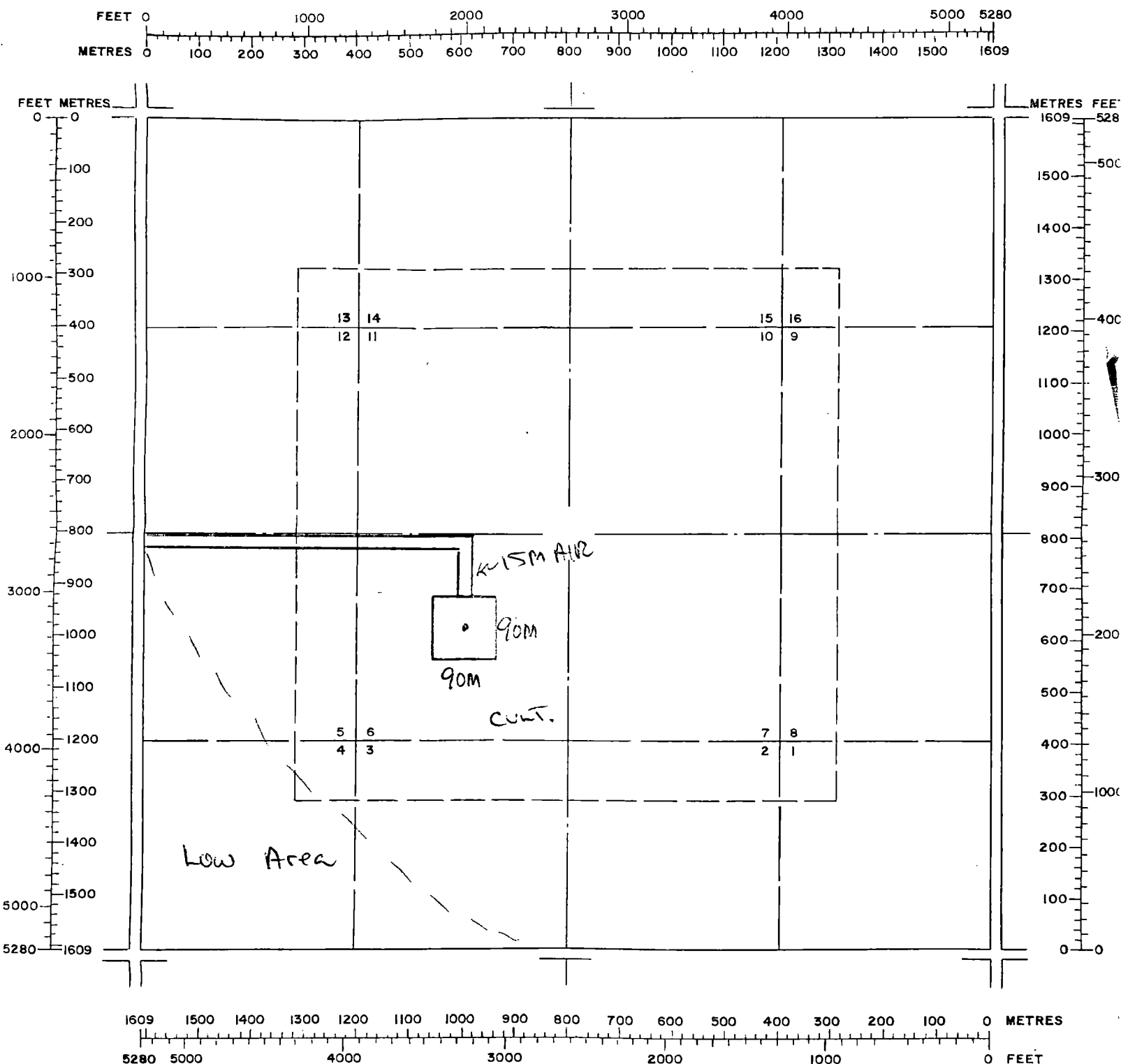
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W.3 M.

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

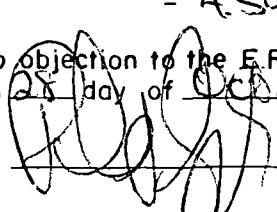


ACREAGE

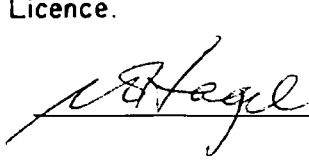
Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 1.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : 

WITNESS : _____



Notices by lessor and lessee

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

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

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

Thomas M. Broch
Robert Jones

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

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

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

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

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

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

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

SWORN before me at CITY OF MEDICINE HAT

In the Province of ~~XXXXXXX~~ ALBERTA, this 30

day of October A.D. 19 89

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 90.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of Saskatchewan, ... FARMER make oath and say as follows:
(Occupation)

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

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

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

SWORN before me at DISTRICT OF GOLDEN PRAIRIE

In the Province of Saskatchewan, this 28

day of October A.D. 19 89

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 89.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

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

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

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

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.

being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

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

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

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

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


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

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

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

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

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

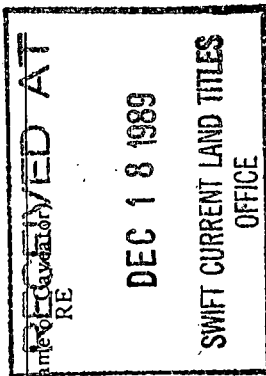
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

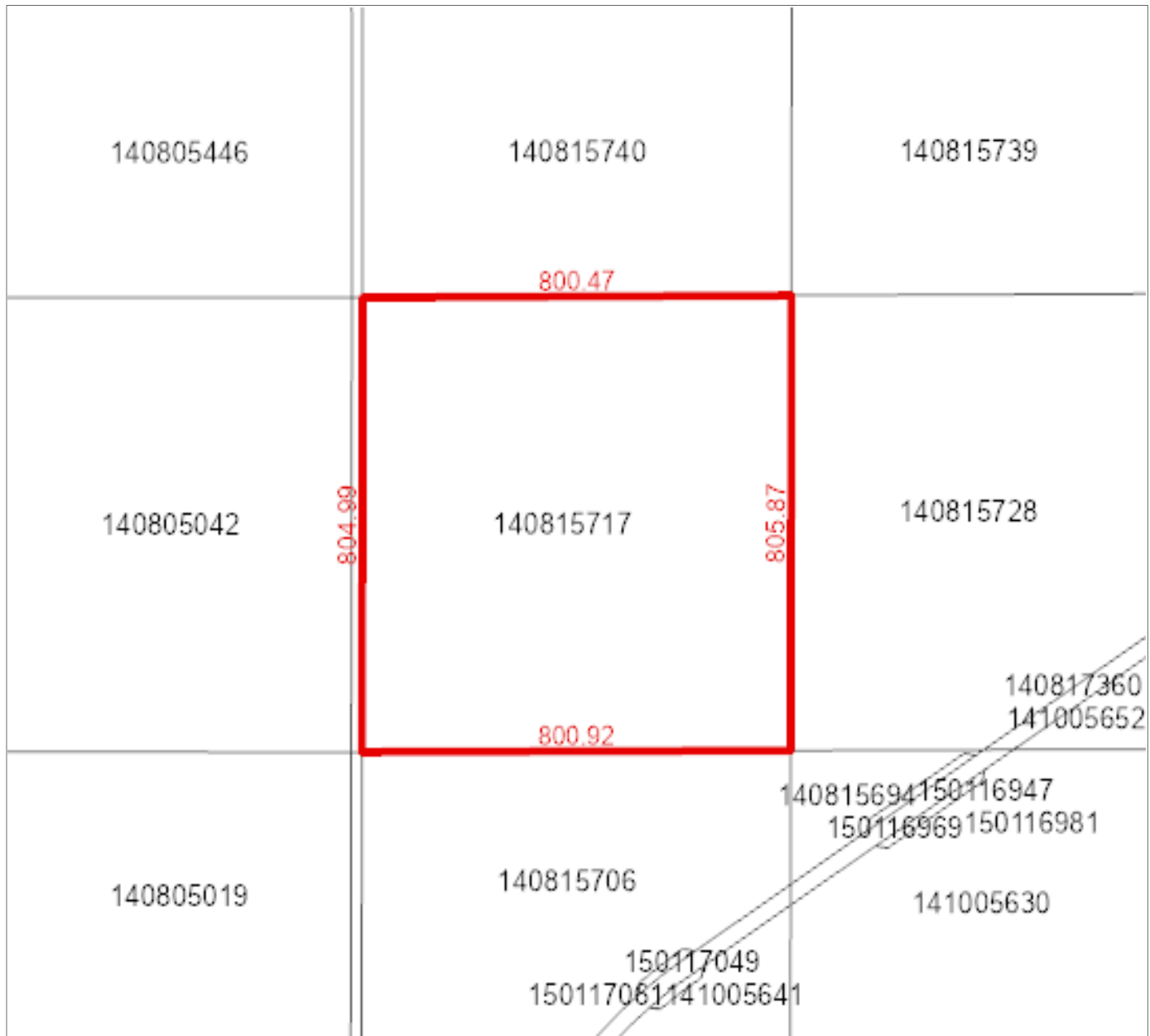
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 140815717

REQUEST DATE: Mon Jan 26 10:05:53 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 64.49 hectares (159.36 acres)

Title Number(s) : 152733775

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : NW 30-14-27-3 Ext 0

Source Quarter Section : NW-30-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 1

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630200

PID: 1557974



Civic Address:

Legal Location: Qtr NW Sec 30 Tp 14 Rg 27 W 3 Sup

Supplementary:

Title Acres: 159.00

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

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

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
141.00	K - [CULTIVATED]	Soil association 1	AD - [ARDILL]	Topography	T2 - Gentle Slopes	\$/ACRE	1,820.68
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	48.42
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	FX - [FOX VALLEY]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
18	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$256,900		1	Other Agricultural	55%	\$141,295				Taxable
Total of Assessed Values:	\$256,900				Total of Taxable/Exempt Values:	\$141,295				

Province of Saskatchewan Land Titles Registry Title

Title #: 152733786
Title Status: Active
Parcel Type: Surface
Parcel Value: \$119,250.00 CAD
Title Value: \$119,250.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672847

As of: 26 Jan 2026 10:58:10
Last Amendment Date: 09 Mar 2020 14:05:51.733
Issued: 09 Mar 2020 14:05:51.110
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815706

Reference Land Description: SW Sec 30 Twp 14 Rge 27 W 3 Extension 1
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

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

Registered Interests:

Interest #: 187429663	CNV Caveat	Value: N/A Reg'd: 12 Dec 1984 00:25:22 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A
As to SW 1/4 of 30		
Holder: CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2ND ST SW CALGARY, Alberta, Canada T2P 4J8 Client #: 138904667		
Int. Register #: 106446281 Converted Instrument #: 84SC15219		
Interest #: 187429674	CNV Caveat	Value: N/A Reg'd: 21 Dec 1984 00:26:01 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A
As to SW 1/4 30		
Holder: CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2ND ST SW CALGARY, Alberta, Canada T2P 4J8 Client #: 138904667		
Int. Register #: 106446292 Converted Instrument #: 84SC15609		

Interest #:
187429685

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

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

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429696

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

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

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429708

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

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

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429719

CNV Caveat

Value: N/A
Reg'd: 13 Jan 1986 00:00:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SW 1/4 of 30

Holder:

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

Int. Register #: 106446304

Converted Instrument #: 86SC00330

Interest #:
187429720

CNV Caveat

Value: N/A

Reg'd: 18 Dec 1989 00:38:04

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

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

Int. Register #: 106446269

Converted Instrument #: 89SC22838

Addresses for Service:

Name

Address

Owner:

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005641 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

84 - SC — 15219

Fees		Inst. <u>Ex. Caveat</u>	
Total Fees <u>7.00</u>		From <u>Tri Cities Land</u>	
Amt. Rec'd <u>acct.</u>		Address <u>Med. Nat.</u>	
Balance <u> </u>		Their Reference <u>SW 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>73-5C-14149(a) - SW30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy <u>yes</u>	1
		Cert. Copy	
		Notices <u>yes</u>	1

Remarks:

14843

SD Initials

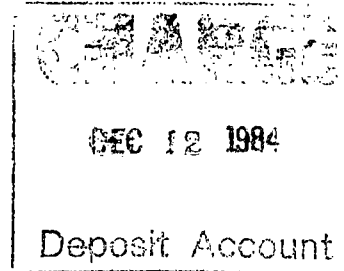
902 - 16 Street S.W.
Medicine Hat, Alberta T1A 8A4



Telephone (403) 529-1231
(403) 529-1257

December 7, 1984

LAND TITLES OFFICE
350 Cheadle Street West
SWIFT CURRENT, Saskatchewan
S9H 4G3



Dear Sir or Madam:

Re: NORTH CANADIAN OILS LIMITED

Registration of Easements

SW $\frac{1}{4}$ 30-14-27-W3M, SE $\frac{1}{4}$ 26-14-28-W3M, SE $\frac{1}{4}$ 25-14-28-W3M, SW $\frac{1}{4}$ 25-14-28-W3M,

SW $\frac{1}{4}$ 7-15-27-W3M, W $\frac{1}{2}$ 6-15-27-W3M, NE $\frac{1}{4}$ 1-15-28-W3M and NW $\frac{1}{4}$ 1 & NE $\frac{1}{4}$ 2 15-28-W3M

Our Files: MH-378-84-3, 7, 8, 9, 12, 13, 14 and 15

Further to the above, please find enclosed herewith Saskatchewan Caveats for each of the above described lands, in duplicate, which we would request you register for the Easements.

Upon completion of registration, we would appreciate receiving one copy of the duly registered Caveats, together with the current uncertified copies of Certificates of Title, showing the Easements registered.

We trust you will find the enclosed to be in order. However, should you have any questions, please do not hesitate to contact the writer.

Yours truly,
TRI CITIES LAND SERVICES LTD.

for Darcy Edwards,
Manager

/rf
Encls.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ NORTH CANADIAN OILS LIMITED,
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ under and by virtue of an Easement dated November 6th, A.D. 1984, made between WILLIAM HAGEL, being the registered owner of the hereinafter described lands as Grantor and the Caveator herein as Grantee, wherein the Grantor granted and leased to the Caveator a certain portion of the hereinafter described lands for the purposes and upon the terms and conditions, all as more particularly set forth in the said Easement.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30),
in Township Fourteen (14),
in Range Twenty Seven (27),
West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres, more or less, according to Dominion Government Survey thereof,

EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for Right of Way and Extra Widths of the Canadian Pacific Railway, as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666,
MINERALS IN THE CROWN.

(As more particularly described on Certificate of Title No. 73-SC-14149(a)).

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

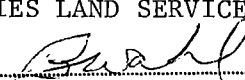
MY ADDRESS is: 10th Floor, Bradie Building, 630 - 6th Avenue South West,
Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan S4P 2K3

DATED this 7th

day of December

A.D. 19 84

NORTH CANADIAN OILS LIMITED, as per its agent:
TRI CITIES LAND SERVICES LTD.


BILL WAHL,
AGENT FOR THE CAVEATOR

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, BILL WAHL of the City
of Medicine Hat in the Province of Alberta
Agent for the within named caveator, make oath and say:

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

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

SWORN before me at the City of
Medicine Hat in the Province of Saskatchewan
the 7th day of December 19 84
Gloria Greenstein
A Commissioner for Oaths in and for the Province of
Saskatchewan. without
My Appointment expires December 31, 1986.
GLORIA GREENSTEIN.

BILL WAHL

NORTH CANADIAN REGISTERED AT
DEC 12 1984
RE
SWIFT CURRENT LAND TITLES
OFFICE
SW 1/4 30-14-27-W3M

CAVEAT

Commercial Printers. Ltd., Regina, Sask.

TRI CITIES LAND SERVICES LTD.
902 - 16th Street South West
MEDICINE HAT, Alberta
T1A 8A4

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 12 day of Dec
A.D. 1984 as Number 84SC-15219
Registrar
S.C.L.R.O.

84SC15219

Dated December 7th A.D. 1984



Instrument Work Sheet

84 - SC — 15609

Fees	Inst. <u>As agent</u>
Total Fees <u>7.00</u>	From <u>Meridian Bank Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance <u> </u>	Their Reference <u>SW 30-14-27 W3</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to
above Addressee? no
Is Instrument Registrable? yes Titles Affected 13-51-14/49(a) - SW 3

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	1
			Cert. Copy	
			Notices	1

Remarks:

JK Initials
44,900-6-83 2

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

WILLIAM HAGEL of Golden Prairie
in the Province of Saskatchewan Farmer.
(hereinafter called the "Lessor"), (Occupation)
NORTH CANADIAN OILS LIMITED and Calgary
in the Province of Alberta
(hereinafter called the "Lessee")

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

The South West Quarter of
Section THIRTY (30) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149(a)
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

(a) for the first year the sum of [REDACTED] dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

- (i) Compensation for capital damage [REDACTED]
(ii) Rent [REDACTED]

Payment in subsequent years by lessee

(b) for each subsequent year the sum of [REDACTED]
dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than [REDACTED]
[REDACTED] Dollars [REDACTED].

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years up on request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

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

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

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS LAND APPROVED

Per: _____ ASSISTANT SECRETARY

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

WILLIAM HAGEL

CERTIFICATE

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of the City.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did see WILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the said WILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day of October.....19 84..

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

AFFIDAVIT

I,.....WILLIAM HAGEL....., of the District.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor ~~(or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead ~~(or the homestead of the Lessor)~~, or has been my home-
stead ~~(or the homestead of the Lessor, as the case may be)~~ at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of ...October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND BEFORE A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EXPIRES DECEMBER 31, 1987.



PLAN SHOWING THE PROPOSED
WELLSITE LOCATION OF

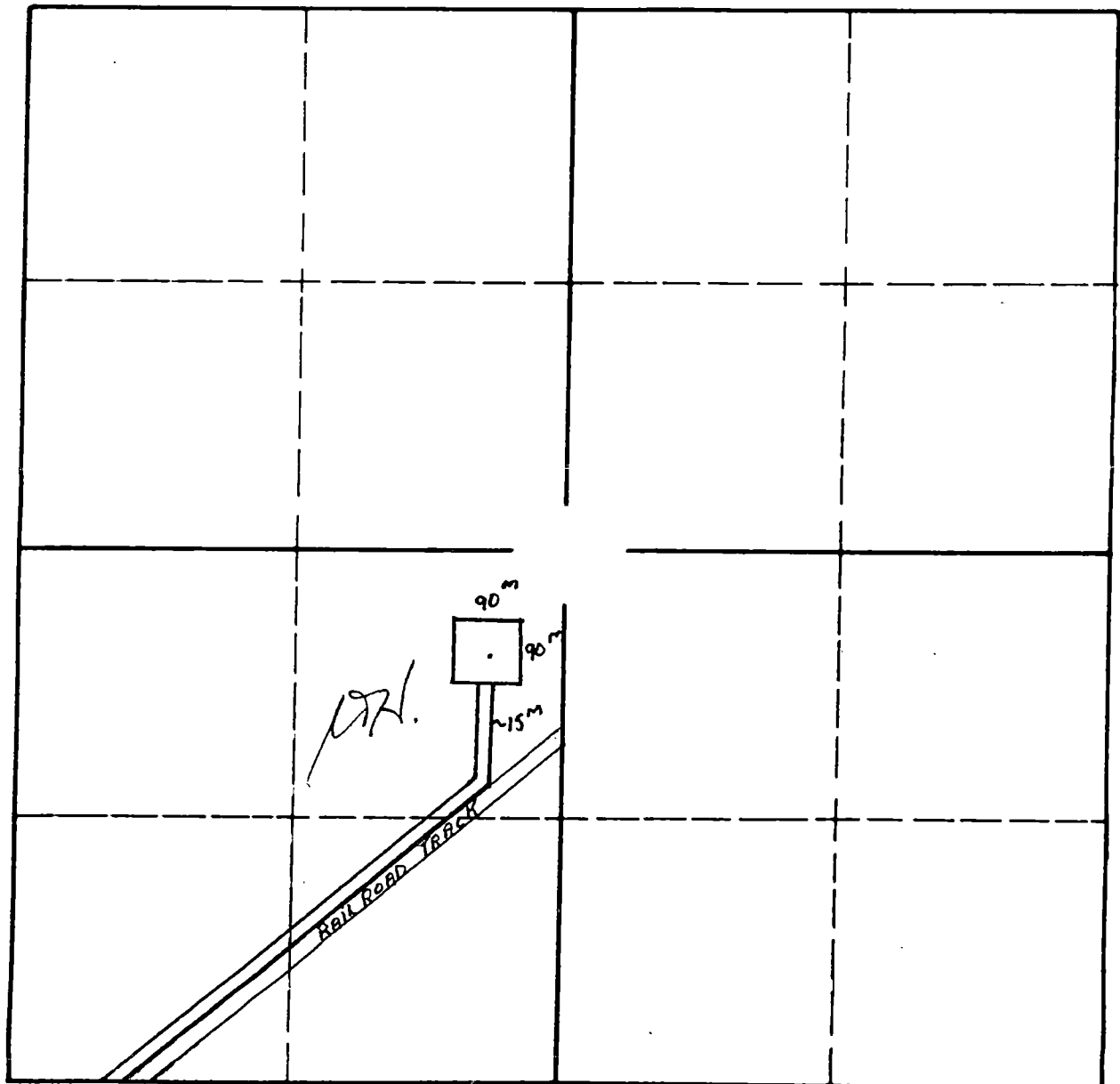
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

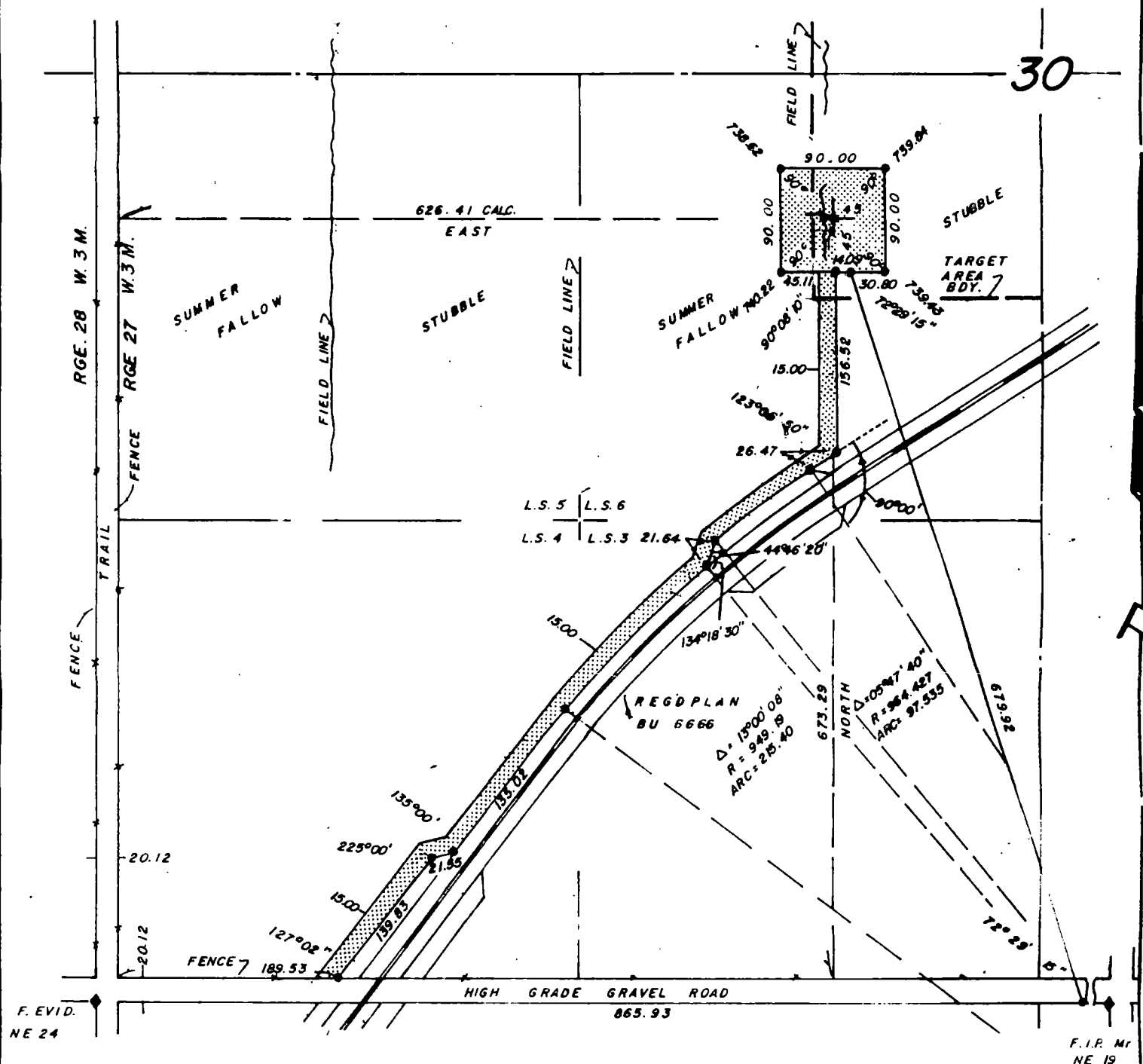
LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

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



Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

ELEVATION: 738.96 Ground

CO-ORDINATES: 673.29N. of S. Bdry.
626.41 E. of W. Bdry. } Sec. 30

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

B. E. Henry
Saskatchewan Land Surveyor



MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

~~NORTH CANADIAN OILS LIMITED~~

Marlin D. Lohr
 PRODUCTION MANAGER
John L. Lohr
 ASSISTANT SECRETARY

Portion referred to shown thus
 Survey monuments found shown thus
 Iron pins 1.5cm x 38.1 cm planted shown thus
 Fir posts 5.0cm x 5.0cm x 38.1 cm planted shown thus

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE that K North Canadian Oils Limited
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~xxx~~ in the undermentioned lands by virtue of a Surface Lease dated October 24, 1984, between William Hagel of Golden Prairie, in the Province of Saskatchewan, as Lessor and North Canadian Oils Limited as Lessee, a copy of which is attached hereto and made a part hereof and is identified as Exhibit "A";

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30) in Township Fourteen (14) Range Twenty Seven (27) West of the Third Meridian,

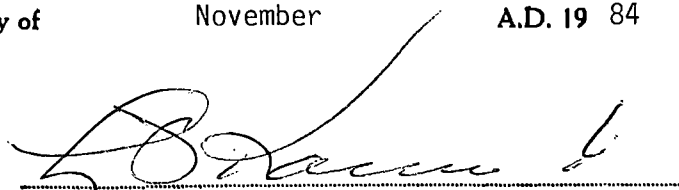
EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for a Right of Way and Extra Widths of the Canadian Pacific Railway as shown on the Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.
Minerals of the Crown.

being lands described in Certificate of Title No. 73-SC-14149(a),
standing in the register in the name of William Hagel.

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

MY ADDRESS is: 10th Floor, 630 - 6th Avenue SW
 Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
 Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
 1850 Cornwall Street
 Regina, Saskatchewan S4P 2K3

DATED this 30th day of November A.D. 19 84


Agent of the Caveator

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

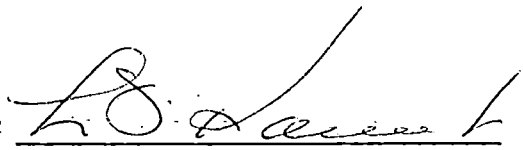
I, Larry F. Kanuit of the City
of Calgary in the Province of Alberta
Land Manager, Agent of the within named caveator, make oath and say:

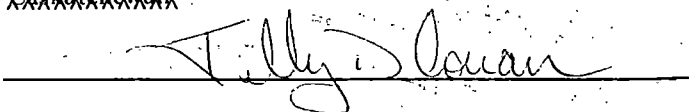
1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

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

SWORN before me at the City of
Calgary in the Province of Saskatchewan
the 30th day of November 19 84

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Saskatchewan


Larry F. Kanuit



KELLY D. COWAN
A Commissioner for Oaths without
the Province of Saskatchewan
My Commission expires December 31, 19 89

84SC14813
84SC15603

A.D. 19
RECEIVED AT
SWIFT CURRENT LAND TITLES
OFFICE
RECEIVED AT
RE
DEC 21 1984
SWIFT CURRENT LAND TITLES
OFFICE
This instrument remained in
84-14843 is REJECTED.

CAVEAT

Commercial Printers Ltd., Regina, Sask.

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Dec
A.D. 19 84 as Number 84-14843
P. Karpunski
Registrar
S.O.L.R.O.



85 - SC — 10772

Fees		Inst. <u>Cancel</u>	
Total Fees <u>5.00</u>		From <u>Abstracting Fund Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

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

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

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

CERTIFICATE

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

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

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

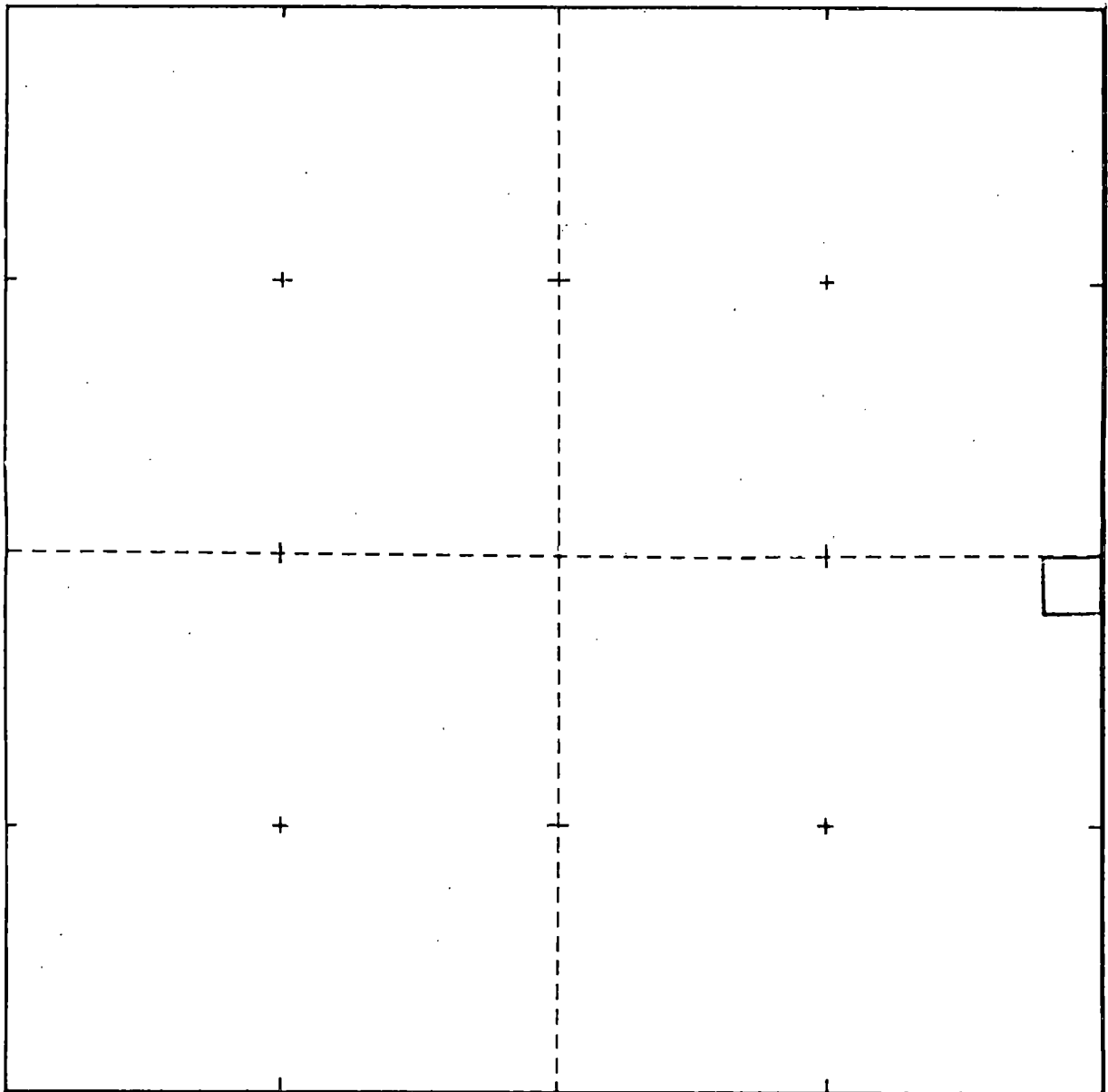
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 19 85

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEL

W. Hagel

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

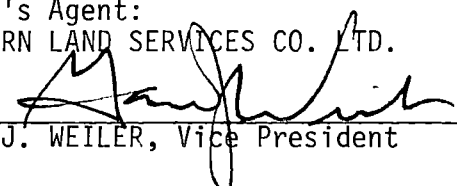
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

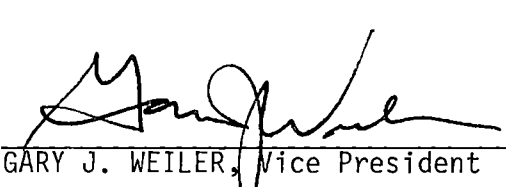
A F F I D A V I T

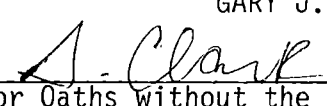
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

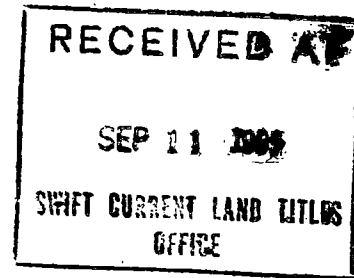
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u>	Titles Affected <u>85SC06898 - NW 1/2 30</u>	

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title		General Register	
		Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices <u>1/2</u>	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

North Canadian Oils Limited and Calgary
of

in the Province of Alberta
(hereinafter called the "Lessee")

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

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

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

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

(b) for each subsequent year the sum of _____ dollars
payable annually in advance on the anniversary of the date hereof in each year during the currency hereof:

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

.....

CERTIFICATE

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

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

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

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

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

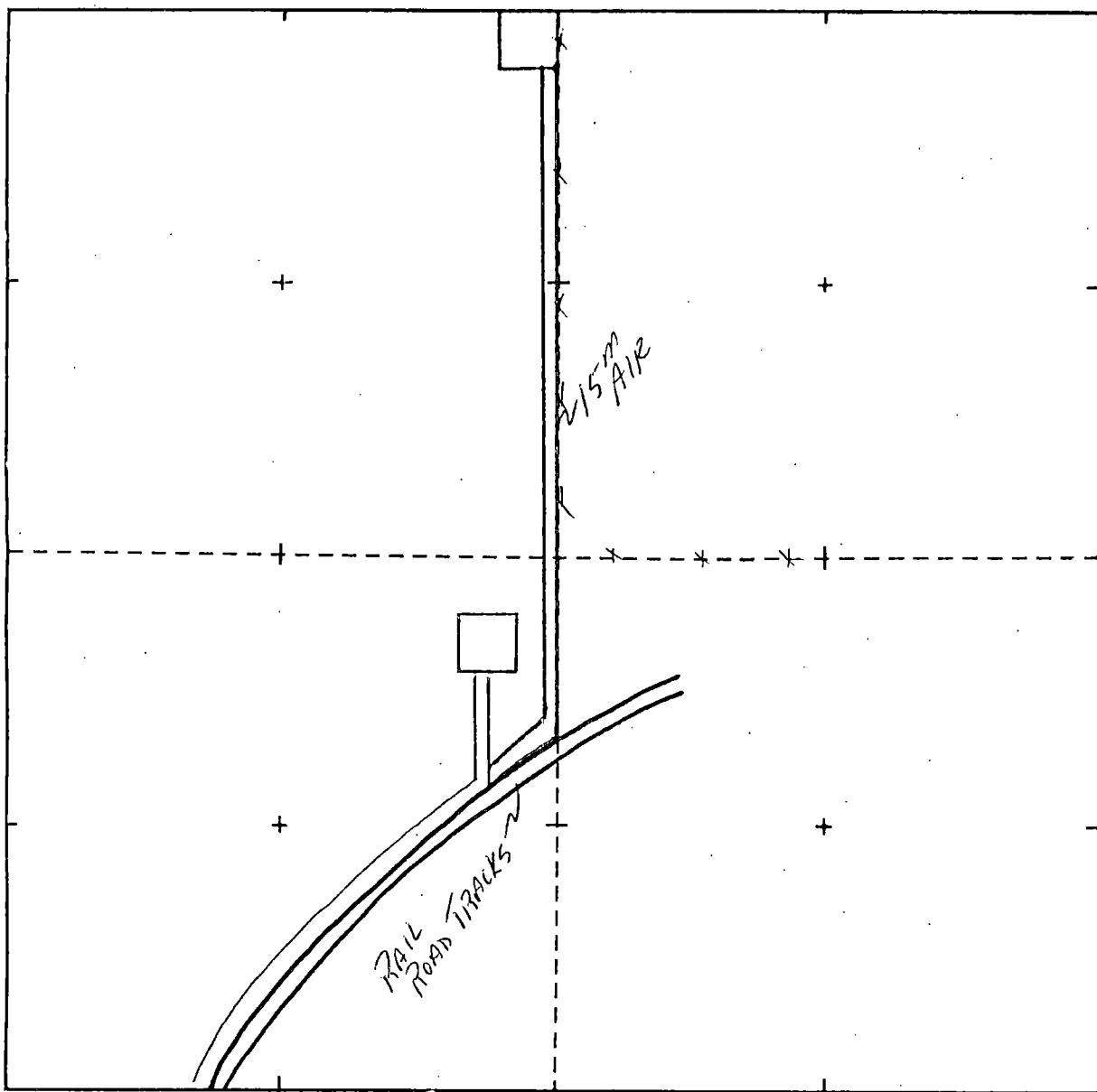
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

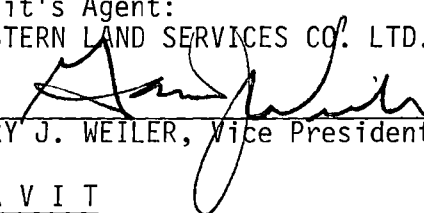
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

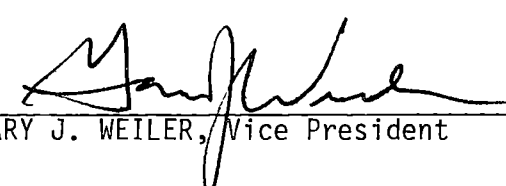
A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

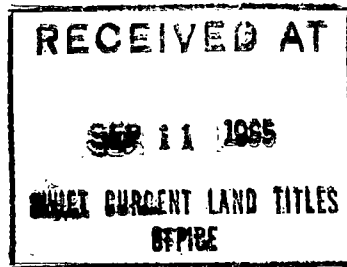
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

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

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

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

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

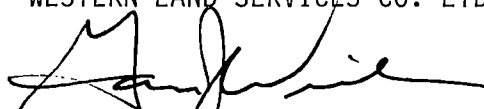
Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

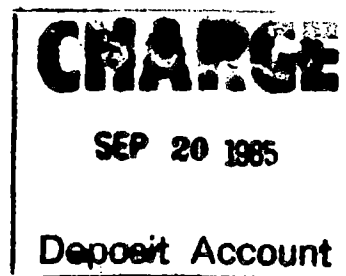
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



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

AGENTS TO INDUSTRY



Easement

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

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

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

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

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

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

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

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

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

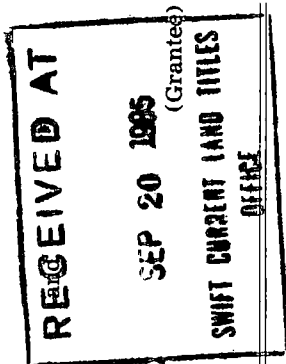
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

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

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

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

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

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

A Commissioner for Oaths in and for the Province of Saskatchewan

855011262

Dated _____ day of _____ 19 _____



Instrument Work Sheet

86 - SC — 00330

Fees		Inst. <u>Saveat</u>	
Total Fees <u>15.00</u>		From <u>Western Land Ser Co Ltd</u>	
Amt. Rec'd <u>none</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>S.W. 30 - 14-22-3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? <u>44</u> Titles Affected <u>85566898 SW-30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	1

Remarks:

OK Initials

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Amendment to Surface Lease dated July 23, A. D. 1985, a copy of which said Amendment to Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Praire, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

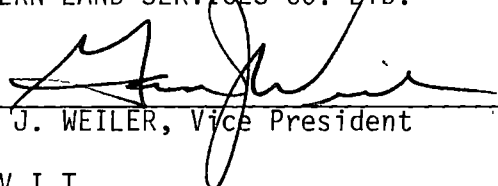
The South West Quarter of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres, more or less, Excepting: 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.
MINERALS IN THE CROWN.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk Kyle
& Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 8th day of January, A. D. 1986.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.



GARY J. WEILER, Vice President

A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

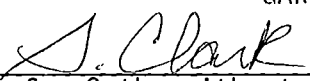
1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

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

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 8th day of January
A. D. 1986.



GARY J. WEILER, Vice President



A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

THIS AGREEMENT made the 23rd day of July A.D. 1985.

BETWEEN:

William Hagel

Box 81

Golden Prairie, Saskatchewan

SON OYO

(hereinafter called the "Lessor")
OF THE FIRST PART

and

NORTH CANADIAN OILS LIMITED

(hereinafter called the "Lessee")
OF THE SECOND PART

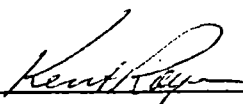
WHEREAS the Lessee is the Lessee under a surface lease (the surface lease")
a copy of which is hereunto annexed;

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

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

1. The Lessee shall pay to the Lessor the sum of _____
_____ Dollars (\$~~10,000.00~~) for disturbance
caused by drilling operations for a second well on the demised premises as set forth in
the surface lease. The Lessor accepts the said sum as full and sufficient payment and
represents that the Lessor is in possession of the lands covered by the surface lease and
is the person entitled to receive the said payment.
2. Commencing on the 24th day of October, 1985, the rent payable under
the surface lease shall be _____
_____ Dollars (\$~~10,000.00~~) per annum
payable annually in advance on the anniversary date of each year of the term.
3. Clause 5 (a) of the said Surface Lease is hereby amended to read as follows:
"Review of rent every three years upon request by either party
(a) Notwithstanding anything contained in this Lease, upon the request of
either party to this lease, the amount of rent payable in respect of the demised
premises shall be subject to review at the end of three years from the date
hereof and at the end of each succeeding three year period. Such request shall
be in writing and given to the other party at least thirty days prior to the
commencement of the period in respect of which the review of rent is sought. In
case of any disagreement as to the amount of rent to be payable to any other
matter in connection therewith, the arbitration provisions of the Surface Rights
Acquisition and Compensation Act, 1968 shall apply."
4. The Lessor agrees to the surface lease being amended for the inclusion of an
additional area as shown on the sketch plan attached hereto and initialled by the Lessor.
5. 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.



WILLIAM HAGEL

NORTH CANADIAN OILS LIMITED

PER: _____

PER: _____

Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27, W.3 M.

[illegible]

Portion referred to shown thus	
Survey monuments found shown thus	
Iron pins 1.5 cm x 38.1 cm planted shown thus	
Fir posts 50 cm x 50 cm x 38.1 cm planted shown thus	

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

..... WILLIAM HAGEL of Golden Prairie
 in the Province of Saskatchewan Farmer
 (hereinafter called the "Lessor"), ... (Occupation)
 NORTH CANADIAN OILS LIMITED and Calgary
 in the Province of Alberta
 (hereinafter called the "Lessee")

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

The South West Quarter of
 Section THIRTY (30) in Township FOURTEEN (14)

Range TWENTY SEVEN (27) West of the THIRD Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) .. 73-SC-14149(a) ..

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

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

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

(i) Compensation for capital damage
 (\$)

(ii) Rent
 (\$)

Payment in subsequent years by lessee

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

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than Dollars (\$).

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years up on request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

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

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

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of the City.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did see WILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th..... day of
...October..... in the year 19 84 and that I am the subscribing witness thereto.

3. That I know the said WILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day of October..... 19 84.

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the AFFIDAVIT
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....WILLIAM HAGEL....., of the District.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor (~~or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead (~~or the homestead of the Lessor~~), or has been my home-
stead (~~or the homestead of the Lessor, as the case may be~~) at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the.....
day of.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of.....October..... 19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EX 31 DECEMBER 31 1987.

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

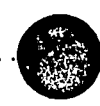
NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS

Per: _____ ASSISTANT SECRETARY

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

_____ WILLIAM HAGEL



CERTIFICATE

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)



PLAN SHOWING THE PROPOSED WELLSITE LOCATION OF

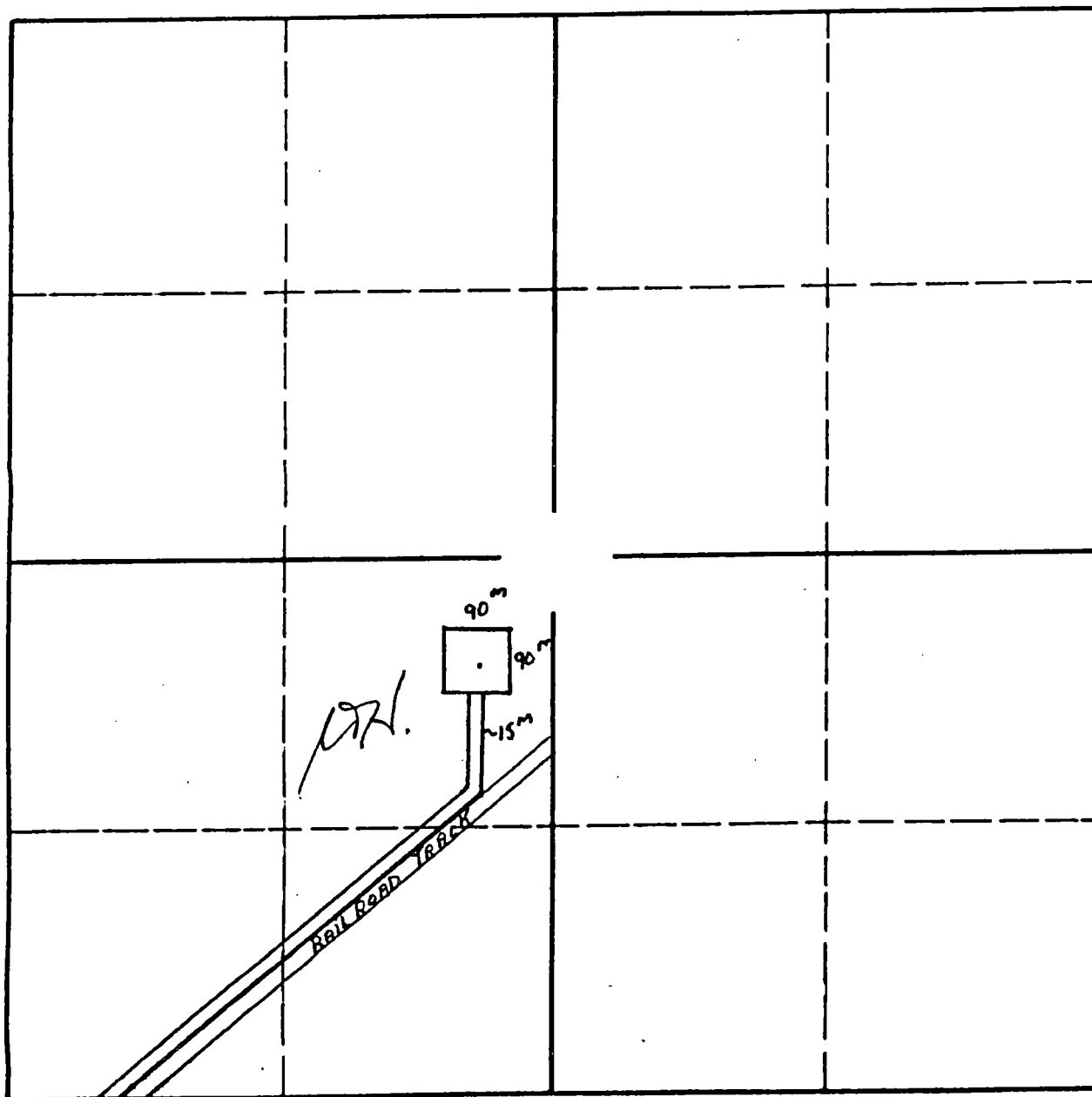
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

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

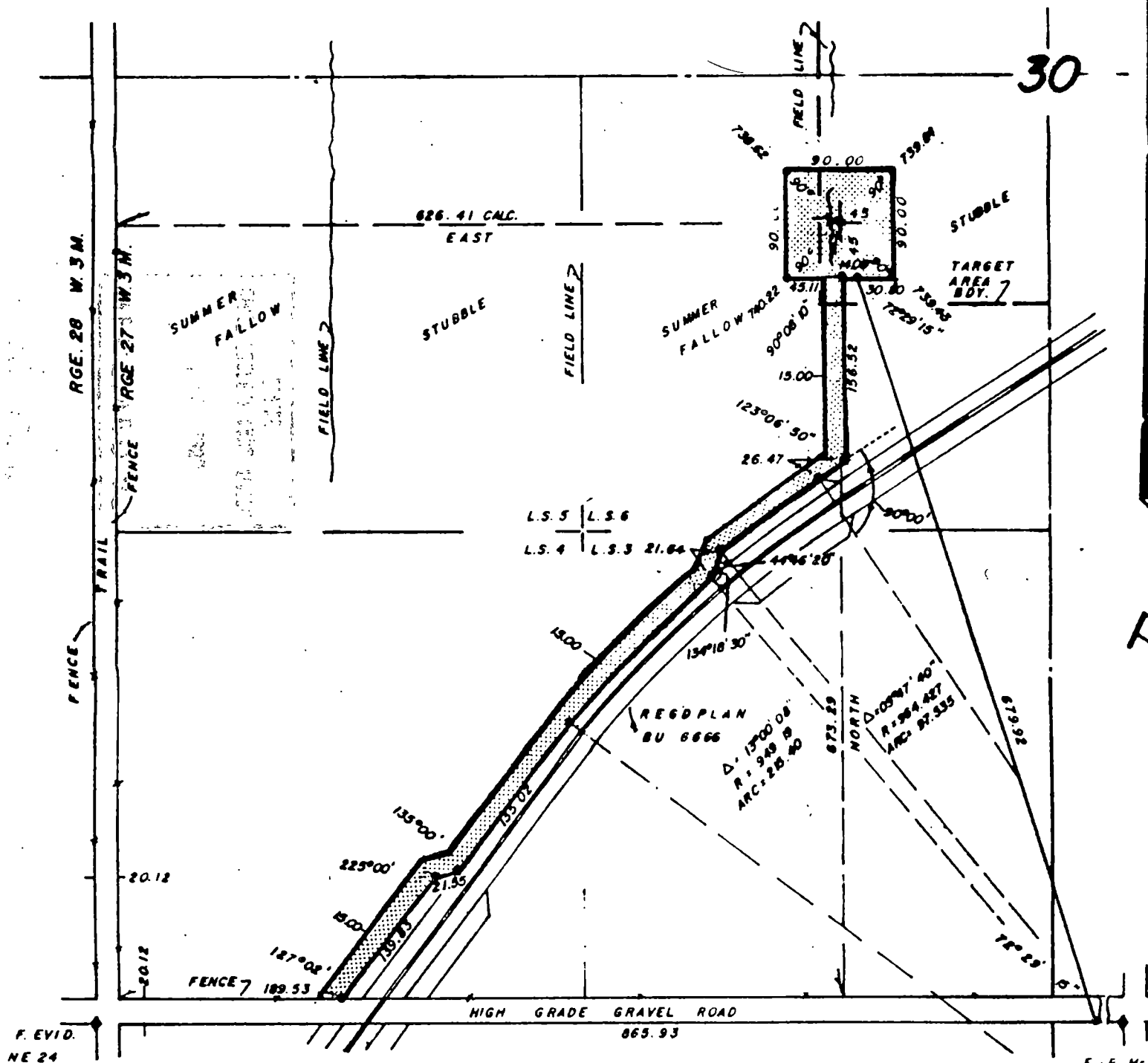


NCO HATTEN 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

G. E. Hume
Saskatchewan Land Surveyor

W. Hume
Witness



MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

ELEVATION 738.96 Ground

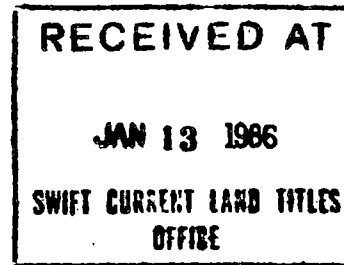
CO-ORDINATES: 673.29N. of S. Bdry. } Sec. 30
626.41 E. of W. Bdry.

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

86SC00330



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 13 day of Jan
A.D. 1986 as Number 86SC00330

H. Harpinski Registrar
S.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canary</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

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

Is Instrument Registrable? Titles Affected *85-6898*

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

Remarks:

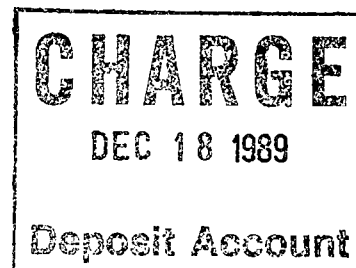
[Signature] Initials

December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

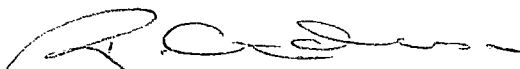
Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED



Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

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

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

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

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

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

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

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

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

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

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

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

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

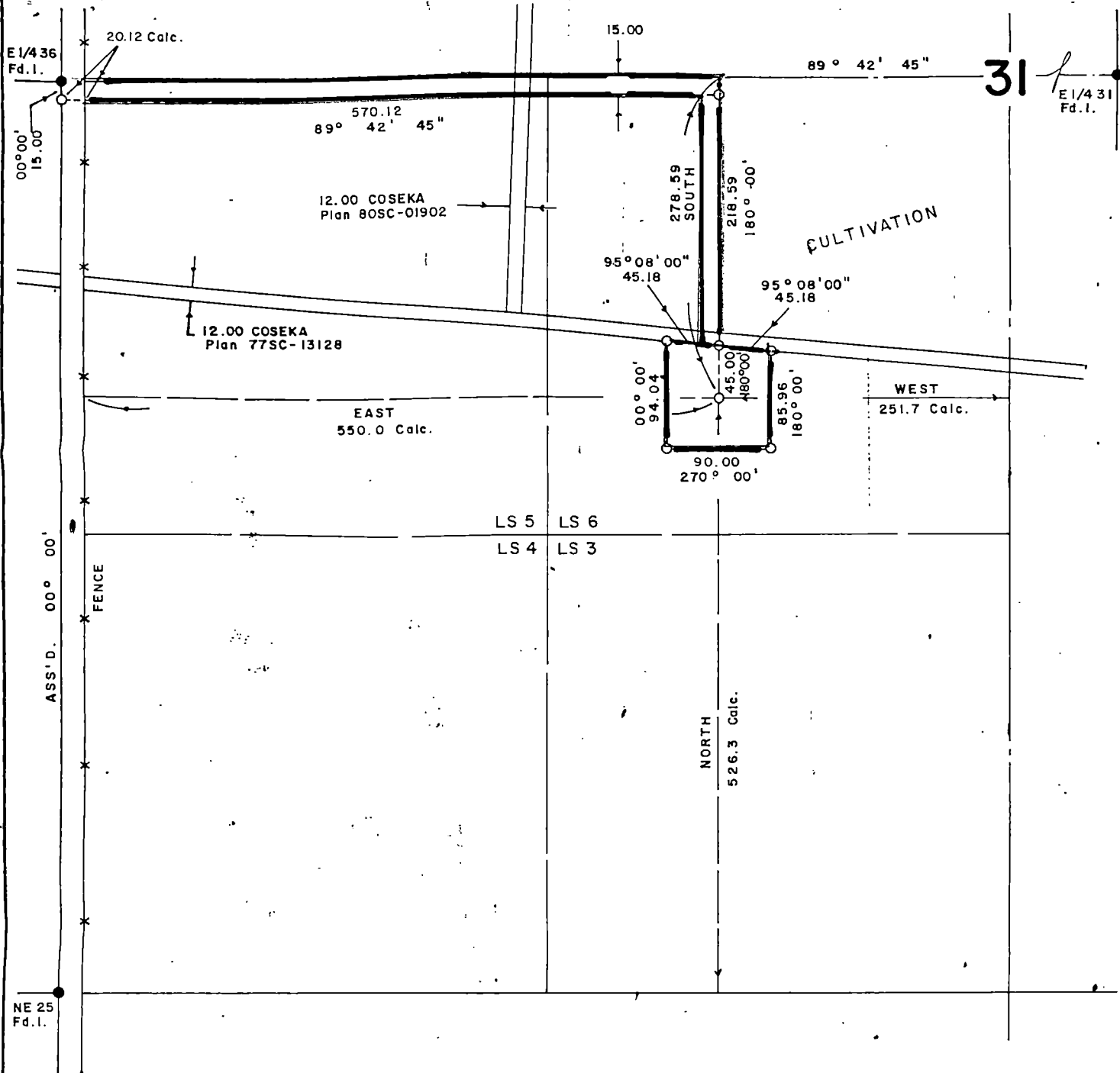
(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may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

Manner of making payments

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

depositing to the Lessor's credit in the

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



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 6-31-14-27

IN LSD. 6 SEC. 31 TWP. 14 RGE. 27 W.3 M.

SCALE - 1:5000

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

W. H. Jones SLS A. Smith Witness

LEGEND

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

CO-ORDINATES - 526.3 N of S Bdy and 550.0 E of W Bdy of Sec. 31-14-27 W.3

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	1.152	2.85	NE - 739.28
TOTAL	1.962	4.85	SE - 739.55
			SW - 737.94
			NW - 738.20

GROUND ELEVATION - 738.0

For COSEKA RESOURCES LIMITED.

REVISION



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.

Job No. 89 - 833 Checked Date 01/11/89

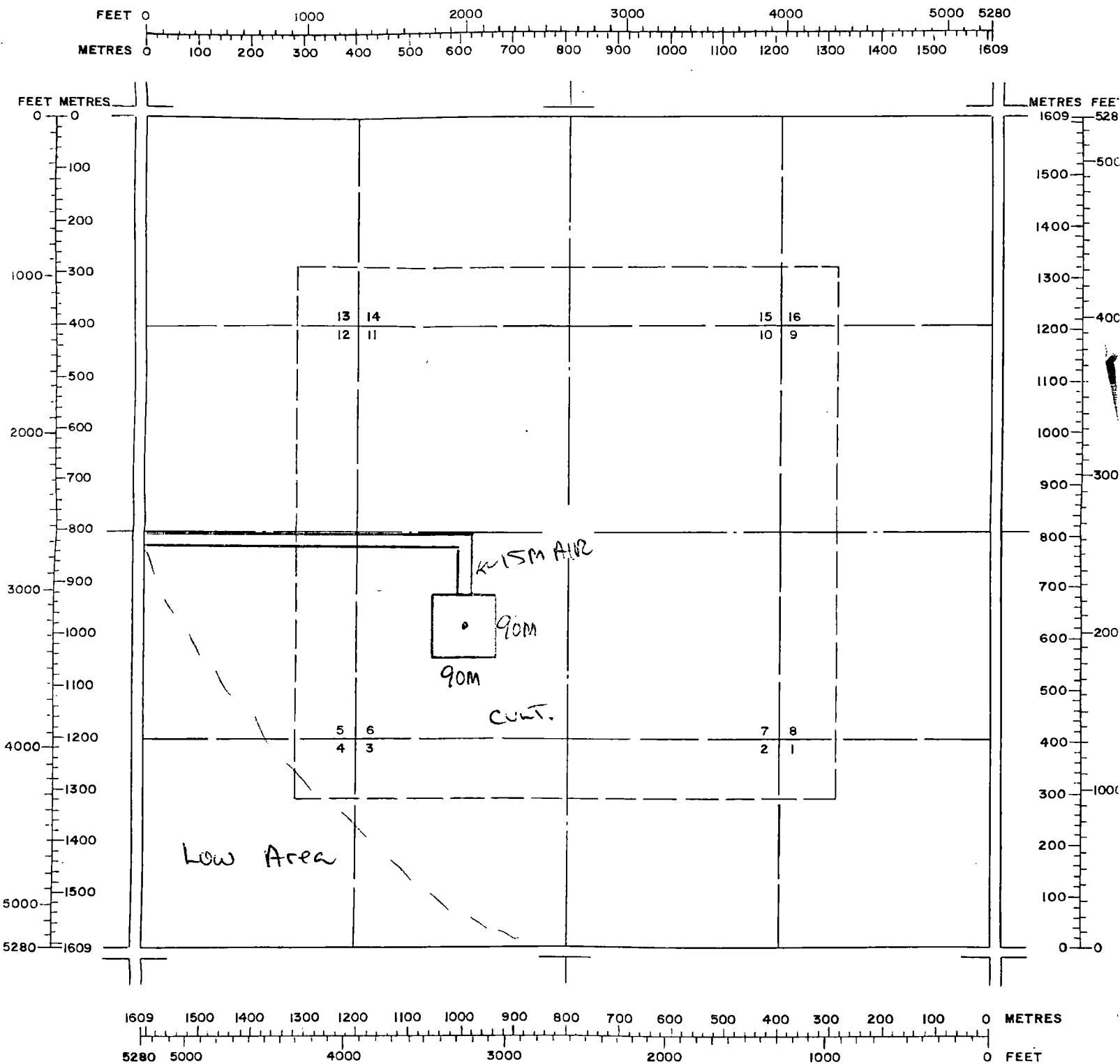
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

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



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 0.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

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

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

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

Thomas M. Broch
Robert Jones

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

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

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

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

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

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

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

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

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

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

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

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

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

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

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

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

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

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

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

In the Province of Saskatchewan, this 28

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

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

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

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

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

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

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

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

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
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Attached To
Part of Th.

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

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

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


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

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

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

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

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

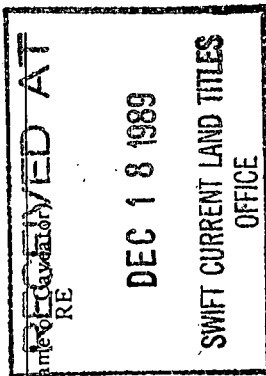
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

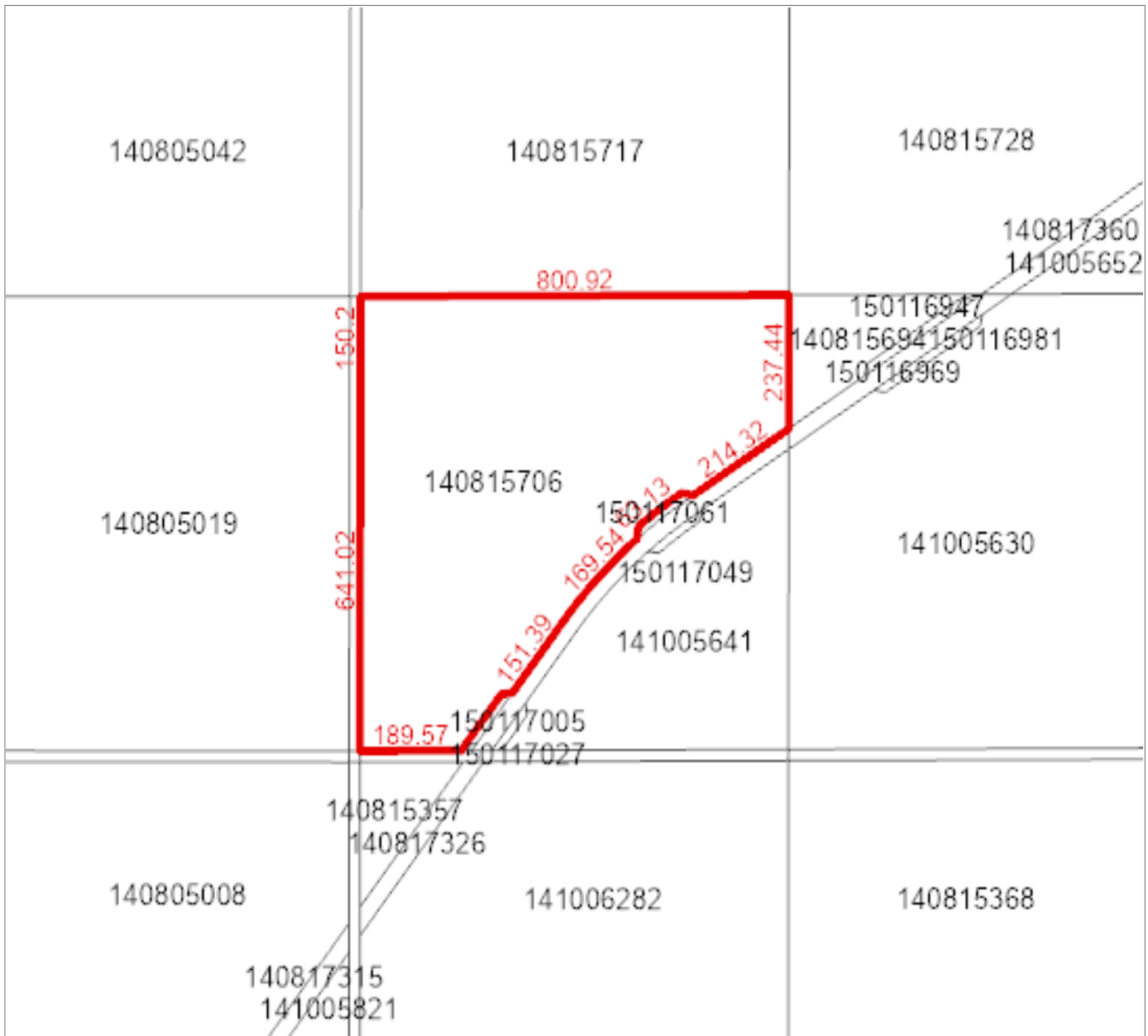
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 140815706

REQUEST DATE: Mon Jan 26 10:58:53 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 44.577 hectares (110.15 acres)

Title Number(s) : 152733786

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SW 30-14-27-3 Ext 1

Source Quarter Section : SW-30-14-27-3

Commodity/Unit : Not Applicable

Province of Saskatchewan Land Titles Registry Title

Title #: 152733797
Title Status: Active
Parcel Type: Surface
Parcel Value: \$119,250.00 CAD
Title Value: \$119,250.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672858

As of: 26 Jan 2026 12:42:30
Last Amendment Date: 09 Mar 2020 14:05:52.266
Issued: 09 Mar 2020 14:05:51.766
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005641

Reference Land Description: SW Sec 30 Twp 14 Rge 27 W 3 Extension 2
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

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

Registered Interests:

Interest #:
187429731

CNV Caveat

Value: N/A
Reg'd: 12 Dec 1984 00:25:22
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 of 30

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

Int. Register #: 106446281
Converted Instrument #: 84SC15219

Interest #:
187429742

CNV Caveat

Value: N/A
Reg'd: 21 Dec 1984 00:26:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to SW 1/4 30

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

Int. Register #: 106446292
Converted Instrument #: 84SC15609

Interest #:
187429753

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

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

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429764

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30

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

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429775

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

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

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429786

CNV Caveat

Value: N/A
Reg'd: 13 Jan 1986 00:00:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SW 1/4 of 30

Holder:

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

Int. Register #: 106446304

Converted Instrument #: 86SC00330

Interest #:
187429797

CNV Caveat

Value: N/A

Reg'd: 18 Dec 1989 00:38:04

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

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

Int. Register #: 106446269

Converted Instrument #: 89SC22838

Addresses for Service:

Name

Address

Owner:

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140815706 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



Instrument Work Sheet

84 - SC — 15219

Fees		Inst. <u>Ex. Caveat</u>	
Total Fees <u>7.00</u>		From <u>Tri Cities Land</u>	
Amt. Rec'd <u>acct.</u>		Address <u>Med. Nat.</u>	
Balance <u> </u>		Their Reference <u>SW 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>73-SC-14149(a) - SW30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy <u>yes</u>	1
		Cert. Copy	
		Notices <u>yes</u>	1

Remarks:

14843

SD Initials

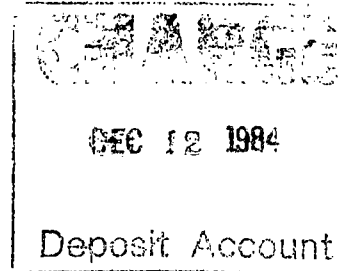
902 - 16 Street S.W.
Medicine Hat, Alberta T1A 8A4



Telephone (403) 529-1231
(403) 529-1257

December 7, 1984

LAND TITLES OFFICE
350 Cheadle Street West
SWIFT CURRENT, Saskatchewan
S9H 4G3



Dear Sir or Madam:

Re: NORTH CANADIAN OILS LIMITED

Registration of Easements

SW $\frac{1}{4}$ 30-14-27-W3M, SE $\frac{1}{4}$ 26-14-28-W3M, SE $\frac{1}{4}$ 25-14-28-W3M, SW $\frac{1}{4}$ 25-14-28-W3M,

SW $\frac{1}{4}$ 7-15-27-W3M, W $\frac{1}{2}$ 6-15-27-W3M, NE $\frac{1}{4}$ 1-15-28-W3M and NW $\frac{1}{4}$ 1 & NE $\frac{1}{4}$ 2 15-28-W3M

Our Files: MH-378-84-3, 7, 8, 9, 12, 13, 14 and 15

Further to the above, please find enclosed herewith Saskatchewan Caveats for each of the above described lands, in duplicate, which we would request you register for the Easements.

Upon completion of registration, we would appreciate receiving one copy of the duly registered Caveats, together with the current uncertified copies of Certificates of Title, showing the Easements registered.

We trust you will find the enclosed to be in order. However, should you have any questions, please do not hesitate to contact the writer.

Yours truly,
TRI CITIES LAND SERVICES LTD.

for Darcy Edwards,
Manager

/rf
Encls.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the

SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ NORTH CANADIAN OILS LIMITED,
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ under and by virtue of an Easement dated November 6th, A.D. 1984, made between WILLIAM HAGEL, being the registered owner of the hereinafter described lands as Grantor and the Caveator herein as Grantee, wherein the Grantor granted and leased to the Caveator a certain portion of the hereinafter described lands for the purposes and upon the terms and conditions, all as more particularly set forth in the said Easement.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30),
in Township Fourteen (14),
in Range Twenty Seven (27),
West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres, more or less, according to Dominion Government Survey thereof,

EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for Right of Way and Extra Widths of the Canadian Pacific Railway, as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666,
MINERALS IN THE CROWN.

(As more particularly described on Certificate of Title No. 73-SC-14149(a)).

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

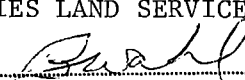
MY ADDRESS is: 10th Floor, Bradie Building, 630 - 6th Avenue South West,
Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan S4P 2K3

DATED this 7th

day of December

A.D. 19 84

NORTH CANADIAN OILS LIMITED, as per its agent:
TRI CITIES LAND SERVICES LTD.


BILL WAHL,
AGENT FOR THE CAVEATOR

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, BILL WAHL of the City
of Medicine Hat in the Province of Alberta
Agent for the within named caveator, make oath and say:

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

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

SWORN before me at the City of
Medicine Hat in the Province of Saskatchewan

the 7th day of December 19 84

A Commissioner for Oaths in and for the Province of
Saskatchewan. without

My Appointment expires December 31, 1986.
GLORIA GREENSTEIN.

Bill Wahl
BILL WAHL

Dated December 7th A.D. 1984

NORTH CANADIAN REGISTERED AT
DEC 12 1984
RE
SWIFT CURRENT LAND TITLES
OFFICE
SW 1/4 30-14-27-W3M

CAVEAT

Commercial Printers. Ltd., Regina, Sask.

TRI CITIES LAND SERVICES LTD.
902 - 16th Street South West
MEDICINE HAT, Alberta
T1A 8A4

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 12 day of Dec
A.D. 1984 as Number 84SC-15219
Registrar
S.C.L.R.O.

84SC15219



Instrument Work Sheet

84 - SC — 15609

Fees	Inst. <u>As agent</u>
Total Fees <u>7.00</u>	From <u>Meridian Bank Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>SW 30-14-27 W3</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to
above Addressee? no
Is Instrument Registrable? yes Titles Affected 13-51-14/49(a) - SW 3

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	1
			Cert. Copy	
			Notices	1

Remarks:

JK Initials
44,900-6-83 2

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

WILLIAM HAGEL of Golden Prairie
in the Province of Saskatchewan Farmer (Occupation)
(hereinafter called the "Lessor"),
NORTH CANADIAN OILS LIMITED and Calgary
in the Province of Alberta
(hereinafter called the "Lessee")

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

The South West Quarter of
Section THIRTY (30) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149(a)
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

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

Now therefore this lease witnesses that:

Demised premises

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

Payment in the first year by lessee

(a) for the first year the sum of [REDACTED] dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

- (i) Compensation for capital damage [REDACTED]
(ii) Rent [REDACTED]

Payment in subsequent years by lessee

(b) for each subsequent year the sum of [REDACTED]
dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than [REDACTED]
[REDACTED] Dollars [REDACTED].

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years up on request of either party

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

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

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

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

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

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

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

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS LAND APPROVED

Per: _____ ASSISTANT SECRETARY

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

WILLIAM HAGEL

CERTIFICATE

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of the City.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did see WILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the said WILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day of October.....19 84..

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

AFFIDAVIT

I,.....WILLIAM HAGEL....., of the District.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor ~~(or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead ~~(or the homestead of the Lessor)~~, or has been my home-
stead ~~(or the homestead of the Lessor, as the case may be)~~ at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~....., 19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of ...October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND BEFORE A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EXPIRES DECEMBER 31, 1987.



PLAN SHOWING THE PROPOSED
WELLSITE LOCATION OF

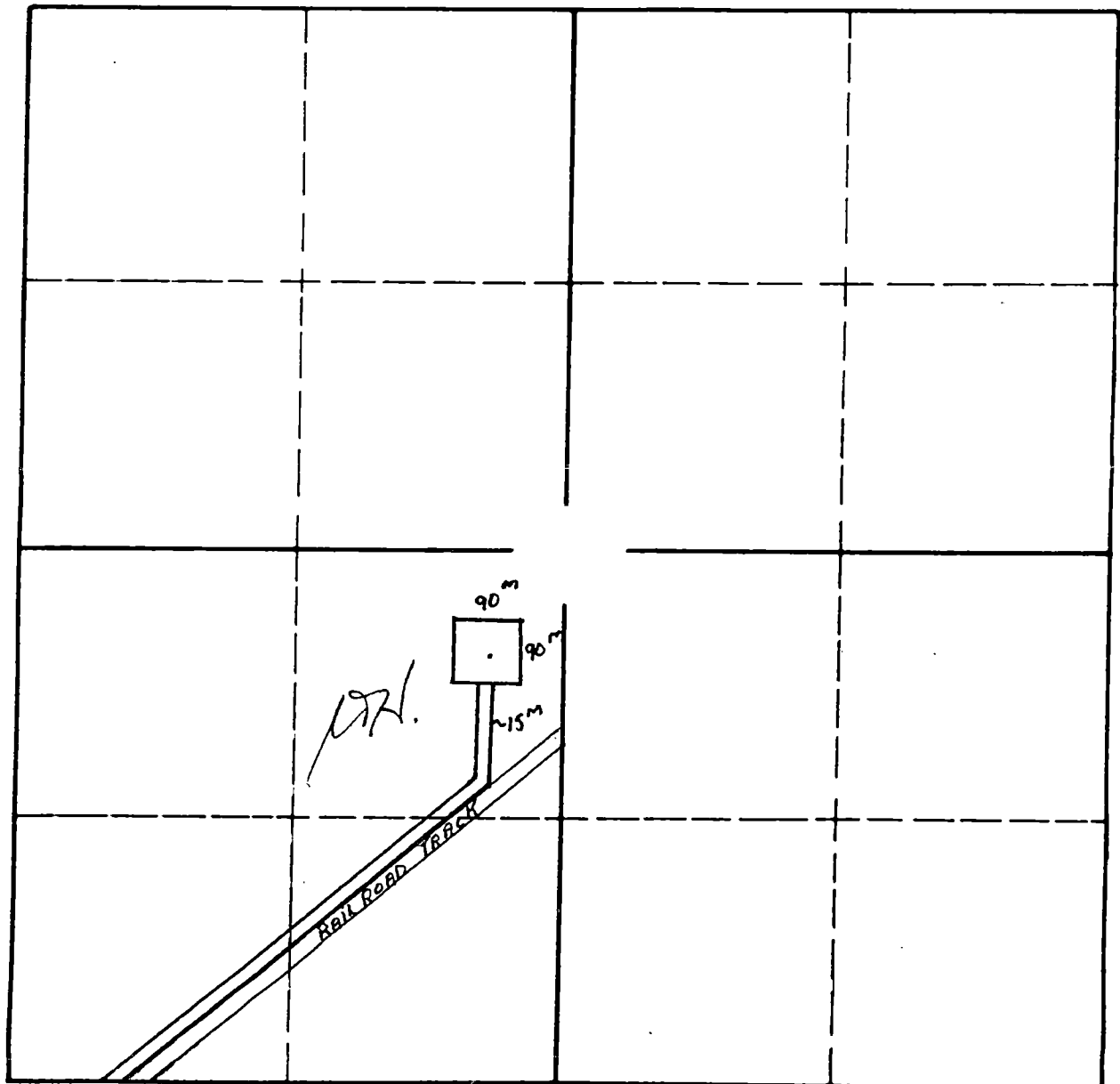
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

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

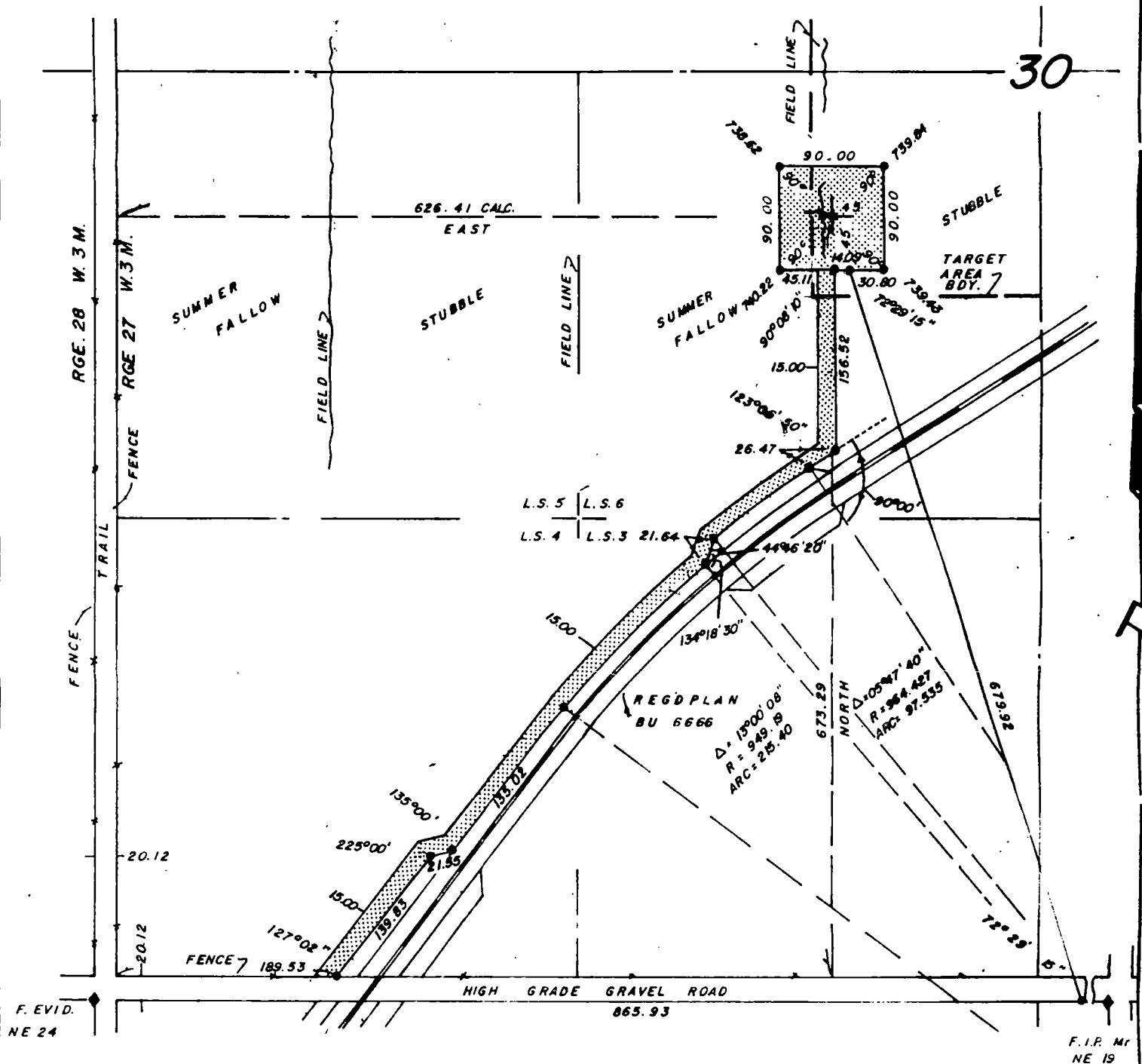


NCO HATTON 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

ELEVATION: 738.96 Ground

CO-ORDINATES: 673.29N. of S. Bdry.
626.41 E. of W. Bdry. } Sec. 30

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)



B. E. Hume
Saskatchewan Land Surveyor

Paul Hume
Witness

MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

Marlin D. Lohr
Assistant Secretary

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE that K North Canadian Oils Limited
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~xxx~~ in the undermentioned lands by virtue of a Surface Lease dated October 24, 1984, between William Hagel of Golden Prairie, in the Province of Saskatchewan, as Lessor and North Canadian Oils Limited as Lessee, a copy of which is attached hereto and made a part hereof and is identified as Exhibit "A";

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section Thirty (30) in Township Fourteen (14) Range Twenty Seven (27) West of the Third Meridian,

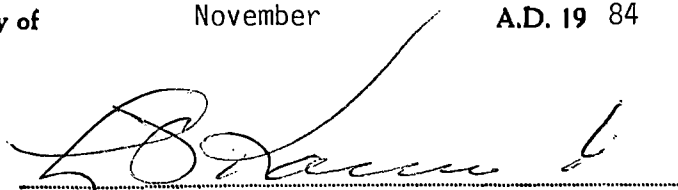
EXCEPTING: Out of the said South West Quarter of said Section Thirty (30), Five and Thirteen Hundredths (5.13) acres, more or less, taken for a Right of Way and Extra Widths of the Canadian Pacific Railway as shown on the Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.
Minerals of the Crown.

being lands described in Certificate of Title No. 73-SC-14149(a),
standing in the register in the name of William Hagel.

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

MY ADDRESS is: 10th Floor, 630 - 6th Avenue SW
 Calgary, Alberta T2P 0S8
and my address for service of notices and processes in Saskatchewan is
 Balfour, Moss, Milliken, Laschuk, Kyle & Vancise
 1850 Cornwall Street
 Regina, Saskatchewan S4P 2K3

DATED this 30th day of November A.D. 19 84


Agent of the Caveator

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

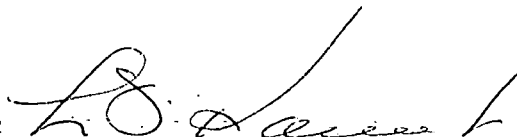
I, Larry F. Kanuit of the City
of Calgary in the Province of Alberta
Land Manager, Agent of the within named caveator, make oath and say:

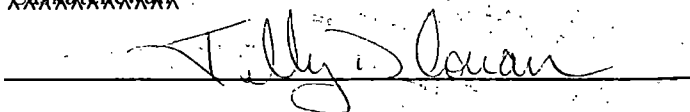
1. That the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

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

SWORN before me at the City of Alberta
Calgary in the Province of Saskatchewan
the 30th day of November 19 84

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Saskatchewan


Larry F. Kanuit



KELLY D. COWAN
A Commissioner for Oaths without
the Province of Saskatchewan
My Commission expires December 31, 1989

84SC14813
84SC15603

Dated _____ A.D. 19____

RECEIVED AT
SWIFT CURRENT LAND TITLES
OFFICE
DEC 21 1984

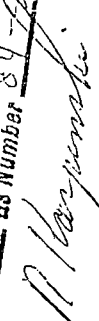
RECEIVED AT
RE
DEC 21 1984

SWIFT CURRENT LAND TITLES
OFFICE

This instrument remained in
84-14843 is REJECTED.

CAVEAT

Commercial Printers Ltd., Regina, Sask.

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Dec
A.D. 1984 as Number 84-14843

Registrar
S.O.L.R.O.



85 - SC — 10772

Fees		Inst. <u>Canad.</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

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

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

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

.....
.....

CERTIFICATE

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

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

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

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

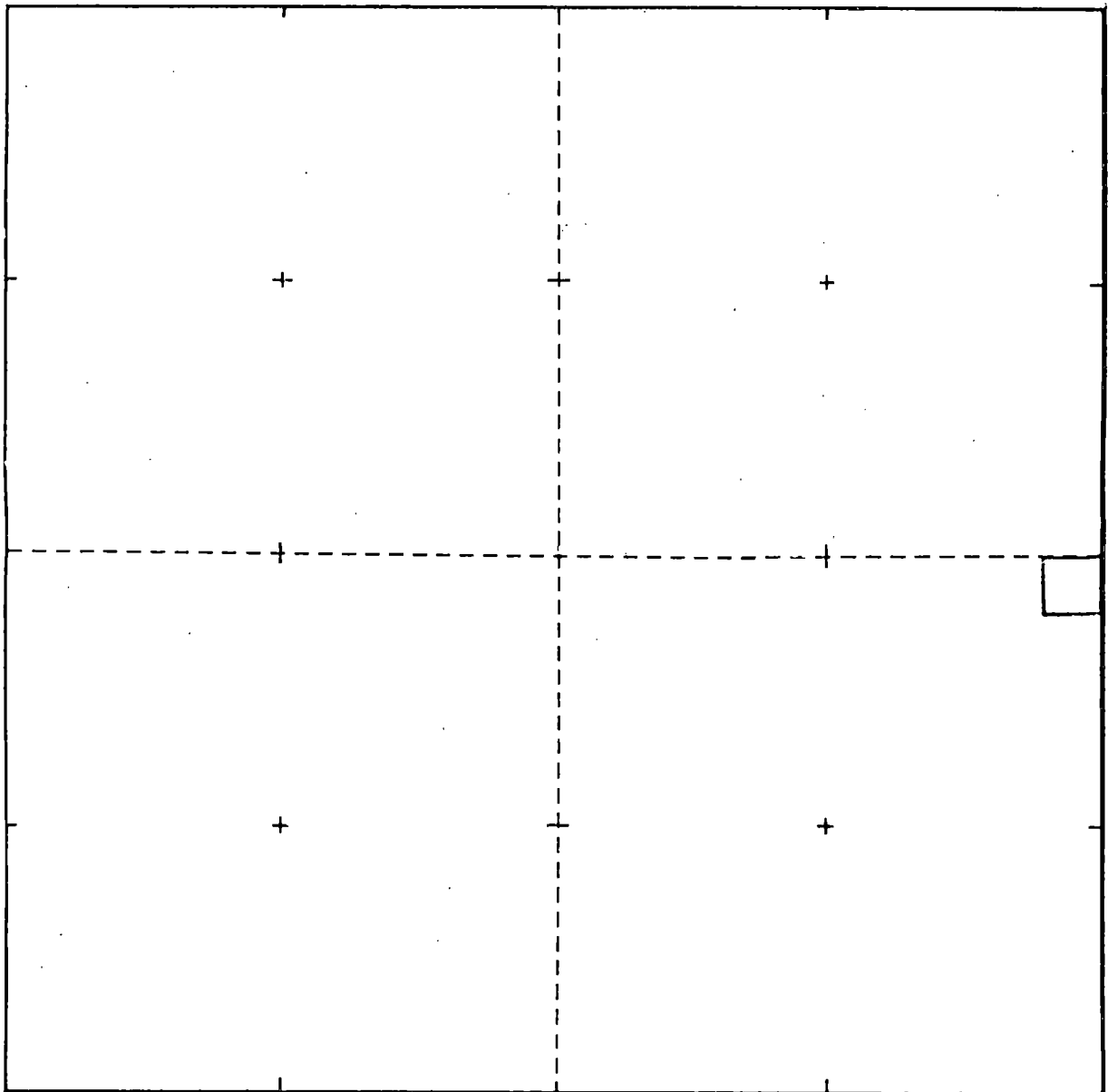
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEL

W. Hagel

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

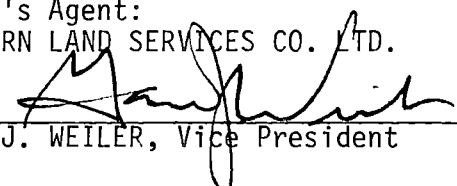
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

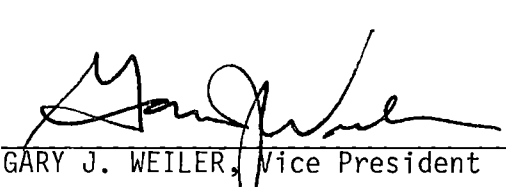
A F F I D A V I T

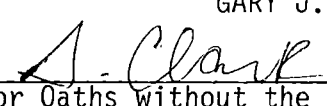
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

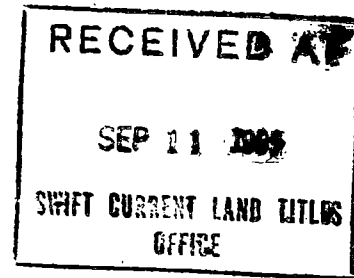
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept.
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 1/2 30</u>		

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

North Canadian Oils Limited and Calgary
of

in the Province of Alberta
(hereinafter called the "Lessee")

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

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

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

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

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

(b) for each subsequent year the sum of _____ dollars
payable annually in advance on the anniversary of the date hereof in each year during the currency hereof:

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

Taxes, etc., payable by lessor

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

Quiet enjoyment by lessee

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

Right to renew by lessee

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

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

Payment of rent by lessee

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

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

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

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

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

Fencing of well site, roadway and excavations where required.

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

Replacement and repair of fences, guards, gates

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

Taxes, etc., payable by lessee

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

Compensation for damage

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

Indemnity against actions, claims, etc.

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

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

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

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

Discharge of encumbrances by lessee and reimbursement

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

Right to assign by lessee

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

Notification of change of ownership

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

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

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

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**
LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

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

Saskatchewan law to apply

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

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

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

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

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

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

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

.....
.....

CERTIFICATE

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

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

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

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

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
, make oath and say as follows:
(Occupation)

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

OR

~~XXXX I am the Lessor named in the within lease and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

OR

~~XXXX I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor, as the case may be) at any time.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

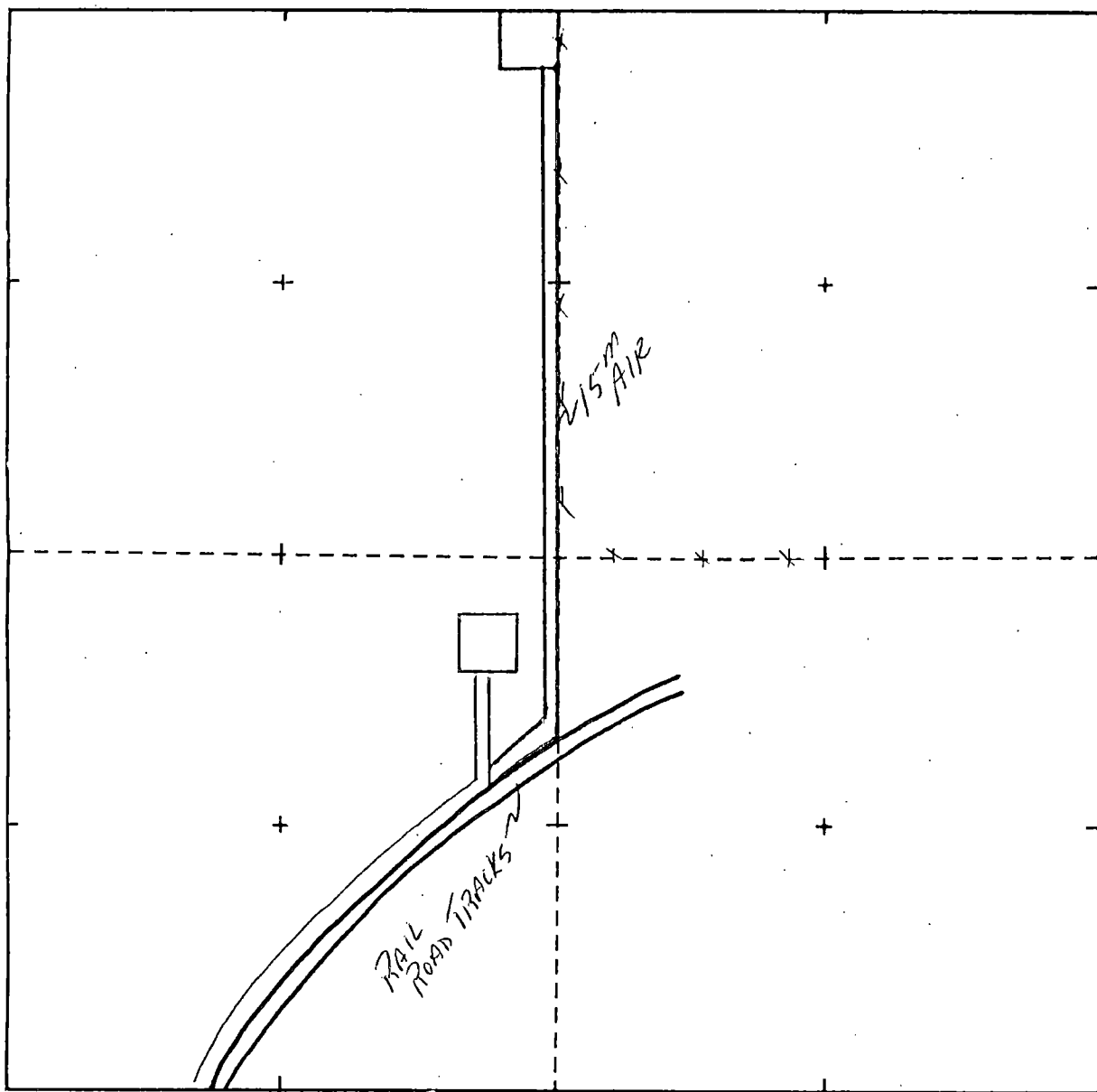
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

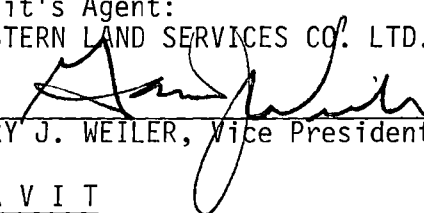
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

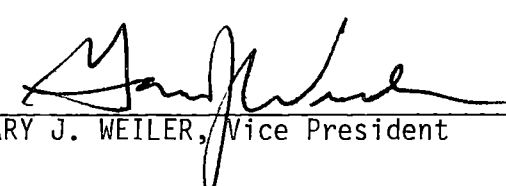
A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

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

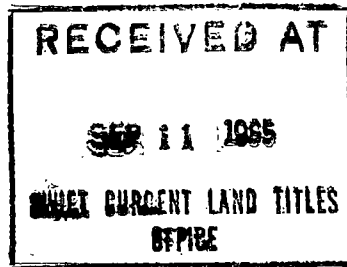
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

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

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

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

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

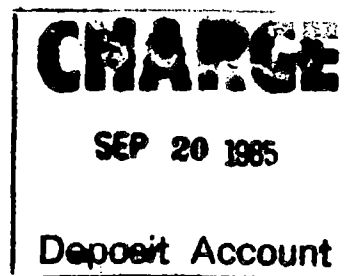
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



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

AGENTS TO INDUSTRY



Easement

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

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

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

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

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

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

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

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

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

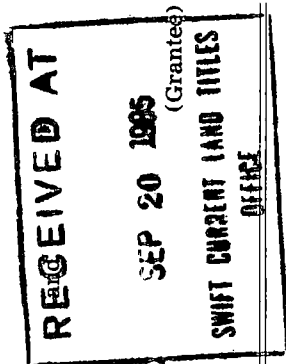
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

- That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2262
Registered
S.C.L.R.D.
Western Land Services Co. Ltd.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19 _____

A Commissioner for Oaths in and for the Province of Saskatchewan

855011262

19

day of

Dated



Instrument Work Sheet

86 - SC — 00330

Fees		Inst. <u>Saveat</u>	
Total Fees <u>15.00</u>		From <u>Western Land Ser Co Ltd</u>	
Amt. Rec'd <u>none</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>S.W. 30 - 14-22-3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? <u>44</u> Titles Affected <u>85566898 SW-30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	1

Remarks:

OK Initials

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Amendment to Surface Lease dated July 23, A. D. 1985, a copy of which said Amendment to Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Praire, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

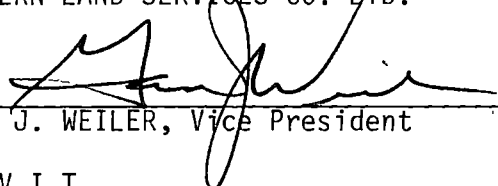
The South West Quarter of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres, more or less, Excepting: 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.
MINERALS IN THE CROWN.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk Kyle
& Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 8th day of January, A. D. 1986.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

A F F I D A V I T

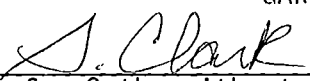
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 8th day of January
A. D. 1986.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

THIS AGREEMENT made the 23rd day of July A.D. 1985.

BETWEEN:

William Hagel

Box 81

Golden Prairie, Saskatchewan

SON OYO

(hereinafter called the "Lessor")
OF THE FIRST PART

and

NORTH CANADIAN OILS LIMITED

(hereinafter called the "Lessee")
OF THE SECOND PART

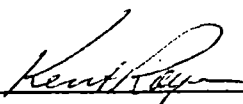
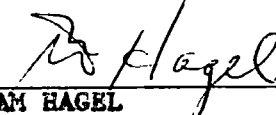
WHEREAS the Lessee is the Lessee under a surface lease (the surface lease")
a copy of which is hereunto annexed;

AND WHEREAS the Lessor is the successor in title to the Lessor named in the
surface lease, and the parties have agreed to modify the surface lease as hereinafter set
forth.

WITNESSETH that the Parties hereto hereby covenant and agree to and with one
another as follows:

1. The Lessee shall pay to the Lessor the sum of _____
_____ Dollars (\$~~10,000.00~~) for disturbance
caused by drilling operations for a second well on the demised premises as set forth in
the surface lease. The Lessor accepts the said sum as full and sufficient payment and
represents that the Lessor is in possession of the lands covered by the surface lease and
is the person entitled to receive the said payment.
2. Commencing on the 24th day of October, 1985, the rent payable under
the surface lease shall be _____
_____ Dollars (\$~~10,000.00~~) per annum
payable annually in advance on the anniversary date of each year of the term.
3. Clause 5 (a) of the said Surface Lease is hereby amended to read as follows:
"Review of rent every three years upon request by either party
(a) Notwithstanding anything contained in this Lease, upon the request of
either party to this lease, the amount of rent payable in respect of the demised
premises shall be subject to review at the end of three years from the date
hereof and at the end of each succeeding three year period. Such request shall
be in writing and given to the other party at least thirty days prior to the
commencement of the period in respect of which the review of rent is sought. In
case of any disagreement as to the amount of rent to be payable to any other
matter in connection therewith, the arbitration provisions of the Surface Rights
Acquisition and Compensation Act, 1968 shall apply."
4. The Lessor agrees to the surface lease being amended for the inclusion of an
additional area as shown on the sketch plan attached hereto and initialled by the Lessor.
5. 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.



WILLIAM HAGEL

NORTH CANADIAN OILS LIMITED

PER: _____

PER: _____

Well Site and Access Road
L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27, W.3 M.

[illegible]

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

SURFACE LEASE

This lease made in triplicate this 24th day of October, 1984.

Between:

..... WILLIAM HAGEL of Golden Prairie
 in the Province of Saskatchewan Farmer
 (hereinafter called the "Lessor"), ... (Occupation)
 NORTH CANADIAN OILS LIMITED and Calgary
 in the Province of Alberta
 (hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

The South West Quarter of
 Section THIRTY (30) in Township FOURTEEN (14)

Range TWENTY SEVEN (27) West of the THIRD Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) .. 73-SC-14149(a) ..

..... of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of dollars,
 (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage
 (\$)

(ii) Rent
 (\$)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon forty-five (45) days' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term; PROVIDED, HOWEVER, that

during the term of this lease the annual rental shall not be less than Dollars (\$).

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years up on request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....DARCY EDWARDS....., of the City.....
of.....Medicine Hat.....in the Province of.....Alberta.....
.....Landman....., make oath and say as follows:
(Occupation)

1. That I was personally present and did see WILLIAM HAGEL.....
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the.....Village.....of.....Golden Prairie.....
in the Province of.....Saskatchewan.....on the.....24th.....day of
...October.....in the year 19 84....and that I am the subscribing witness thereto.

3. That I know the said WILLIAM HAGEL....., and in my belief he is
of the full age of eighteen years.

Sworn before me at the ...City..... of
..Medicine Hat..... in the Province of
..Alberta.....this.....25th.....
day of October.....19 84.

Darcy Edwards
DARCY EDWARDS

Gloria Greenstein
A Commissioner for Oaths without the AFFIDAVIT
Province of Sask. My Appointment
expires December 31, 1986. } GLORIA GREENSTEIN
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I,.....WILLIAM HAGEL....., of the District.....
of.....Golden Prairie.....in the Province of.....Saskatchewan.....
.....Farmer....., make oath and say as follows:
(Occupation)

1. I am the Lessor (~~or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that no part of the said land is my homestead (~~or the homestead of the Lessor~~), or has been my home-
stead (~~or the homestead of the Lessor, as the case may be~~) at any time.

OR

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the~~
~~day of~~.....19....., granted by the Lessor) named in the within (or annexed)
lease and I say that I have (or such Lessor has) no wife.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the.....
day of.....19....., granted by the Lessor) named in the within (or annexed)
lease, and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at
any time since the marriage.

Sworn before me at the ...Village..... of
..Golden Prairie..... in the Province of
..Saskatchewan.....this.....24th.....
day of.....October.....19 84..

W. Hagel
WILLIAM HAGEL

Darcy Edwards
Registrar, Commissioner, (or as the case may be).

DARCY EDWARDS

- IN AND A COMMISSIONER FOR OATHS
WITHOUT THE PROVINCE OF SASKATCHEWAN.
MY APPOINTMENT EX 31 DECEMBER 31 1987.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan, S0N 0Y0

LESSEE 10th Floor, Bradie Building, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

NORTH CANADIAN OILS LIMITED, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, _____ wife of the above (or within) named _____ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of _____, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

NORTH CANADIAN OILS LIMITED

Per: _____ SENIOR VICE PRESIDENT OPERATIONS

Per: _____ ASSISTANT SECRETARY

Signed, sealed and delivered by the above named Lessor in the presence of

_____ WILLIAM HAGEL



CERTIFICATE

I, _____, Judge of the District Court for _____, (or as the case may be), do hereby certify that I have examined _____, wife of _____ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of _____, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)



PLAN SHOWING THE PROPOSED WELLSITE LOCATION OF

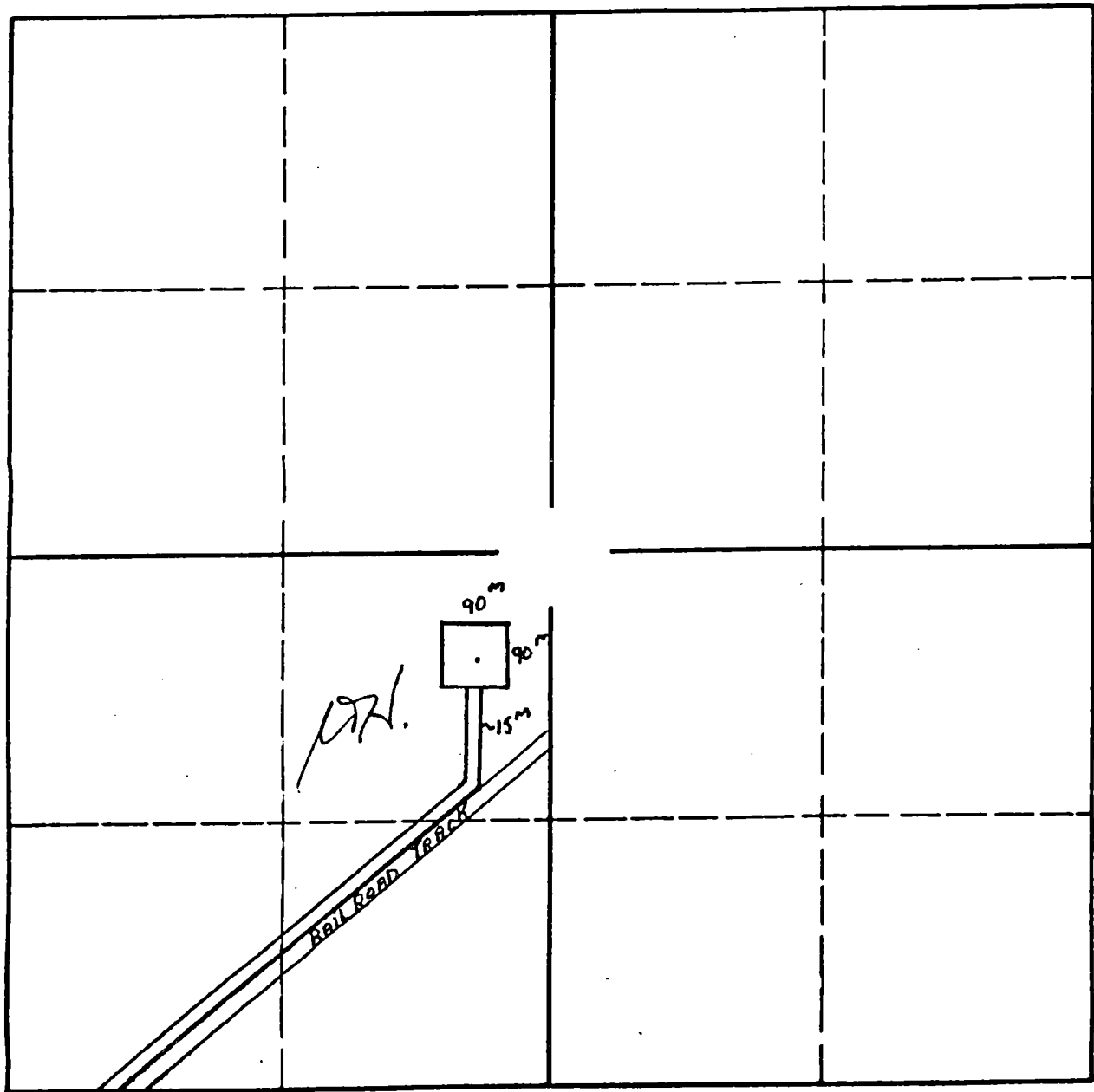
NORTH CANADIAN OILS LIMITED

902 - 16 Street S.W.
Medicine Hat, Alberta
T1A 8A4
Telephone (403) 529-1231

IN

LSD. D6 SEC. 30 TWP. 14 RGE. 27 W. 3 MER.

Subject to change by mutual agreement prior to drilling, with the lease consideration to be applied on any alternative site.

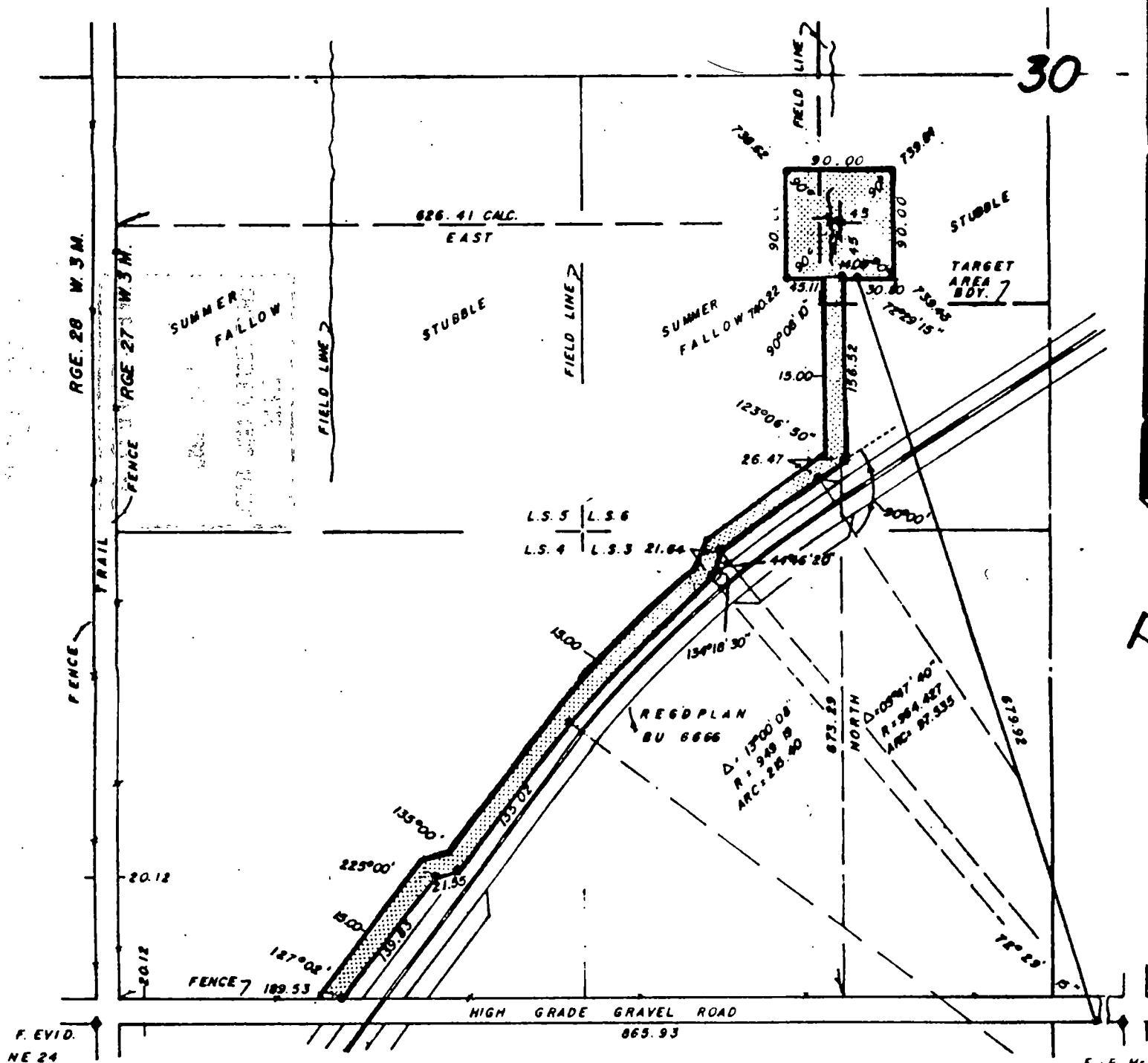


NCO HATTEN 6 · 30 · 14 · 27

Well Site and Access Road

L.S. 6 , Sec. 30 , Tp. 14 , Rg. 27 , W. 3 M.

Scale: 1:5000



I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 23rd day of October, A.D. 1984.

G. E. Hower
Saskatchewan Land Surveyor



Steve Hower
Witness

MS-47-84-4

MIDWEST SURVEYS (SASK.) LIMITED

Operator:

NORTH CANADIAN OILS LIMITED

ELEVATION 738.96 Ground

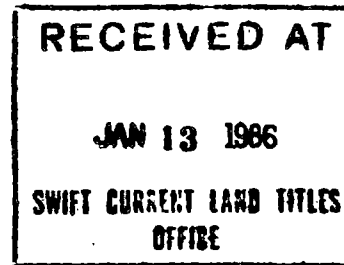
CO-ORDINATES: 673.29N. of S. Bdry. } Sec. 30
626.41 E. of W. Bdry.

AREAS:

Well Site: 0.810 ha (2.00 ac.)
Access Road: 1.221 ha (3.02 ac.)
Total: 2.031 ha (5.02 ac.)

Portion referred to shown thus
Survey monuments found shown thus
Iron pins 1.5 cm x 38.1 cm planted shown thus
Fir posts 5.0 cm x 5.0 cm x 38.1 cm planted shown thus

86SC00330



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 13 day of Jan
A.D. 1986 as Number 86SC00330

H. Harpinski Registrar
S.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canwest</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

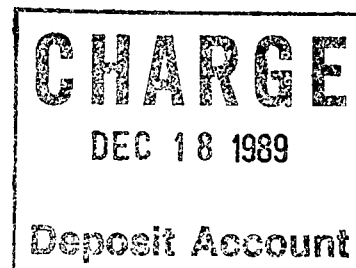


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

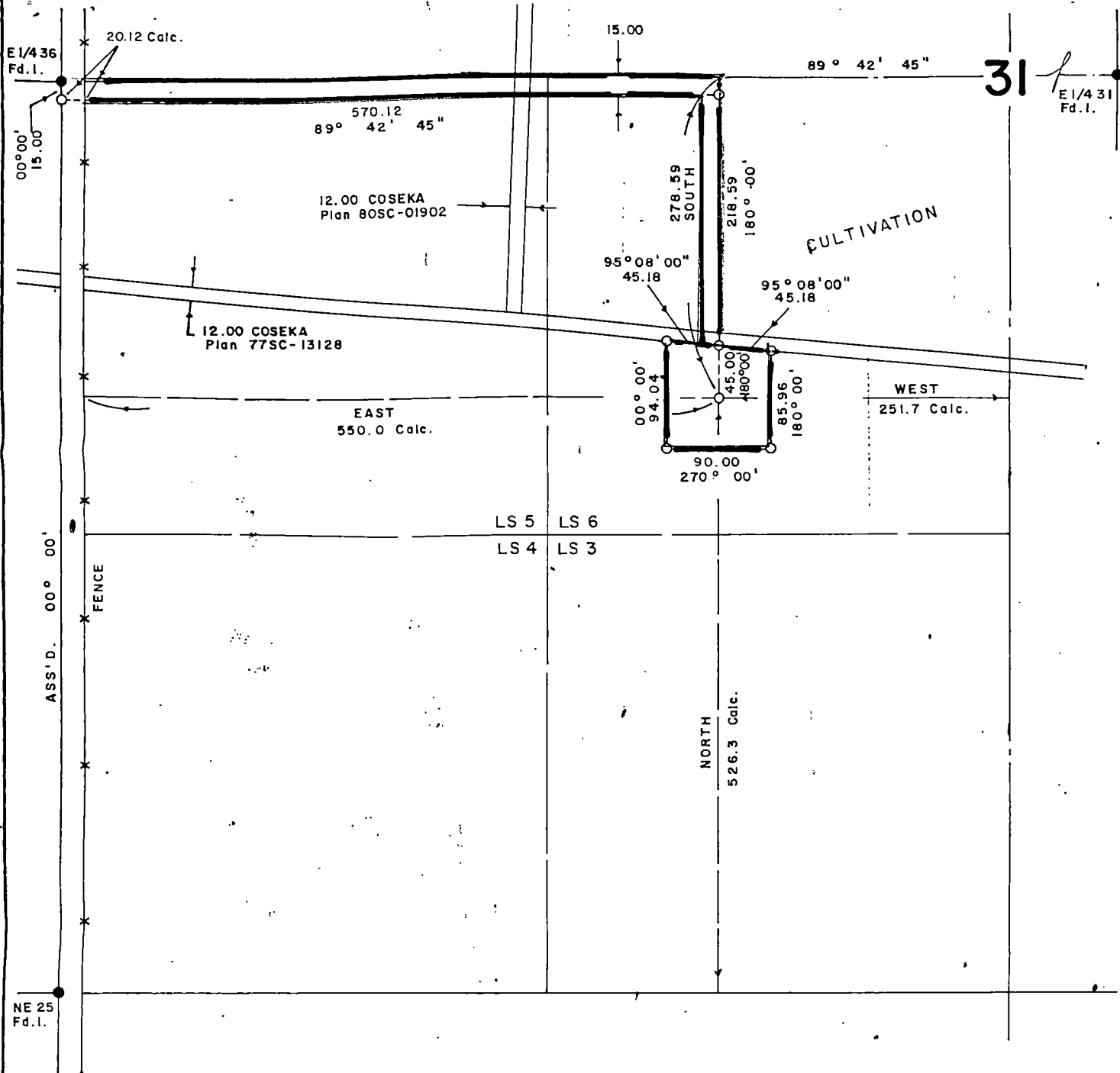
(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 6-31-14-27

IN LSD. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

SCALE · 1:5000

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, AD 1989.

W. H. Jones SLS A. Smith Witness

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus —
Distances are in metres and decimals thereof.

CO-ORDINATES · 526.3 N of S Bdy and
550.0 E of W Bdy of Sec. 31-14-27 W. 3

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	1.152	2.85	NE · 739.28
TOTAL	1.962	4.85	SE · 739.55
			SW · 737.94
			NW · 738.20

GROUND ELEVATION · 738.0

For COSEKA RESOURCES LIMITED.

REVISION



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.

Job No. 89-833 Checked Date 01/11/89

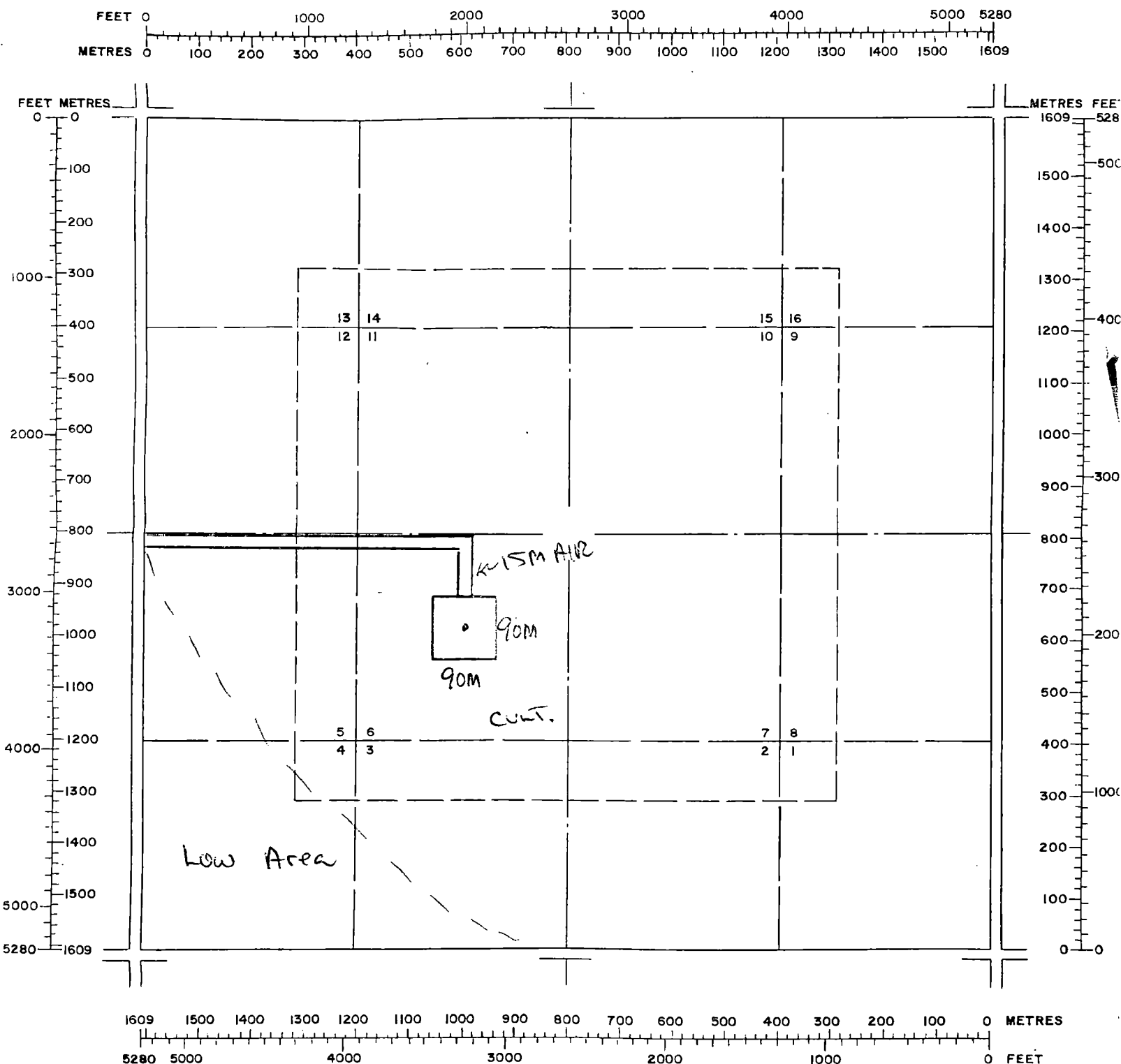
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 1.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ... of
in the Province of Saskatchewan, ..., make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this
day of A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, ... **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this 28

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{XX} and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.

being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

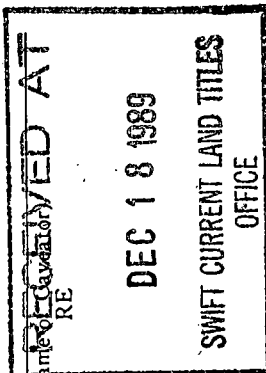
SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

Dated

A.D. 19



(the Land)

Caveat

WILSON STATIONERS

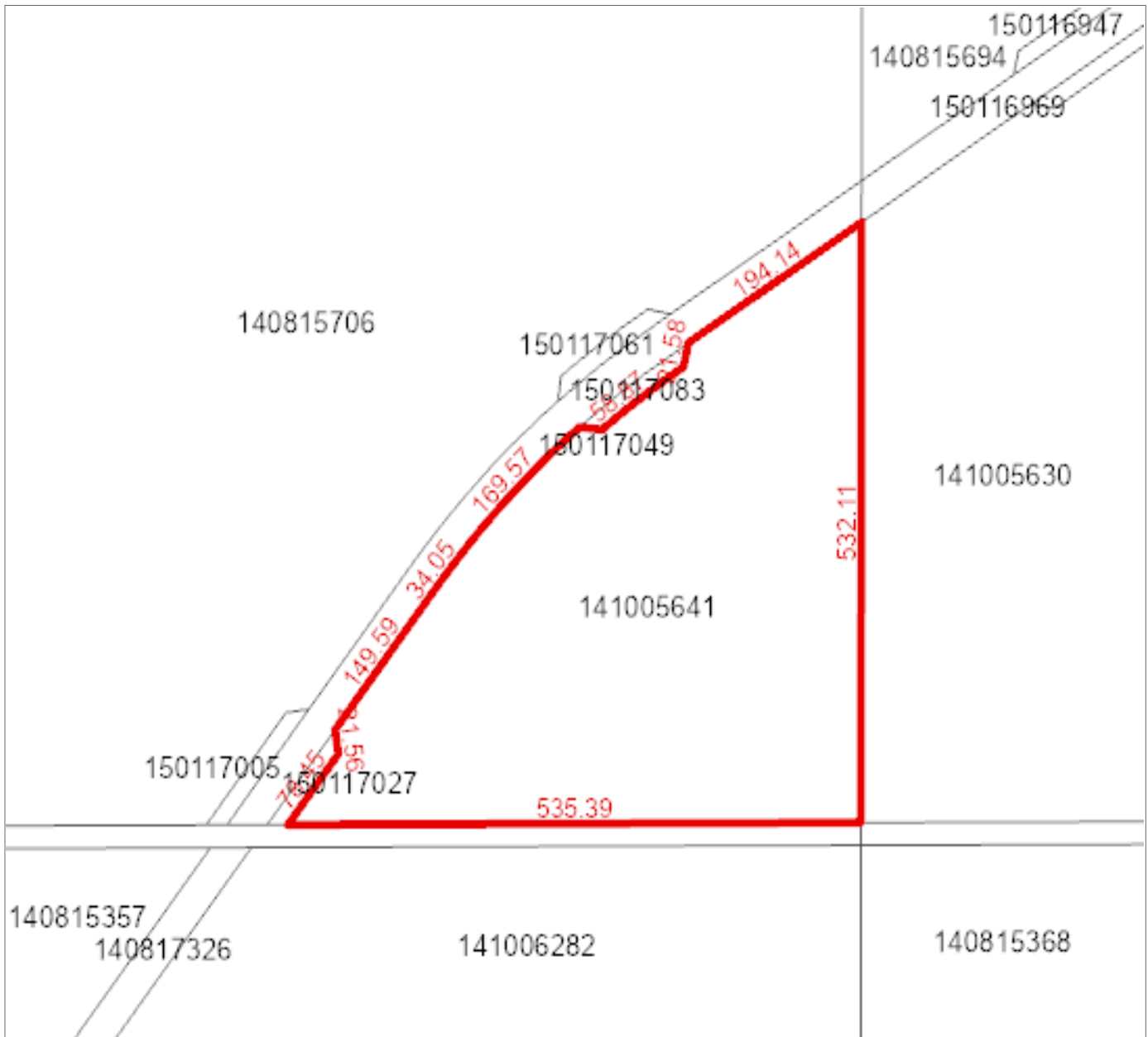
I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 895C22838
Cubitt, W. Oct
Registrar
S.C.L.R.D.

89SC22838



Surface Parcel Number: 141005641

REQUEST DATE: Mon Jan 26 12:42:00 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 16.879 hectares (41.71 acres)

Title Number(s) : 152733797

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SW 30-14-27-3 Ext 2

Source Quarter Section : SW-30-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630400

PID: 1558048



Civic Address:

Legal Location: Qtr SW Sec 30 Tp 14 Rg 27 W 3 Sup 00

Supplementary: EXCEPT: RR

Title Acres: 152.00

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
64.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,711.44
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	45.52
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]	Man made hazard RR/RD: Railroad/Road Rate: 0.94			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
85.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,798.30
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	47.83
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]	Man made hazard RR/RD: Railroad/Road Rate: 0.94			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
3	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$262,400		1	Other Agricultural	55%	\$144,320				Taxable
Total of Assessed Values:	\$262,400				Total of Taxable/Exempt Values:	\$144,320				

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630400

PID: 1558048

Province of Saskatchewan Land Titles Registry Title

Title #: 152733810
Title Status: Active
Parcel Type: Surface
Parcel Value: \$118,500.00 CAD
Title Value: \$118,500.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672814

As of: 26 Jan 2026 10:03:03
Last Amendment Date: 09 Mar 2020 14:05:53.093
Issued: 09 Mar 2020 14:05:52.720
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140815694

Reference Land Description: SE Sec 30 Twp 14 Rge 27 W 3 Extension 1
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429843

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429854

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:
187429865

CNV Easement

Value: N/A
Reg'd: 20 Sep 1985 00:18:46
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW 1/4 & S 1/2 of 30

Holder:
 CANADIAN NATURAL RESOURCES LIMITED
 2100, 855 - 2ND ST SW
 CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446258
Converted Instrument #: 85SC11262

Interest #:
187429876

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 Coseka Resources Limited
 MLT Aikins LLP #1500-1874 Scarth Street
 Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106446269
Converted Instrument #: 89SC22838

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005630 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



85 - SC — 10772

Fees		Inst. <u>Canad.</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

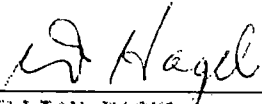
Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of


WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED



Signed, sealed and delivered by the above named Lessee in the presence of

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

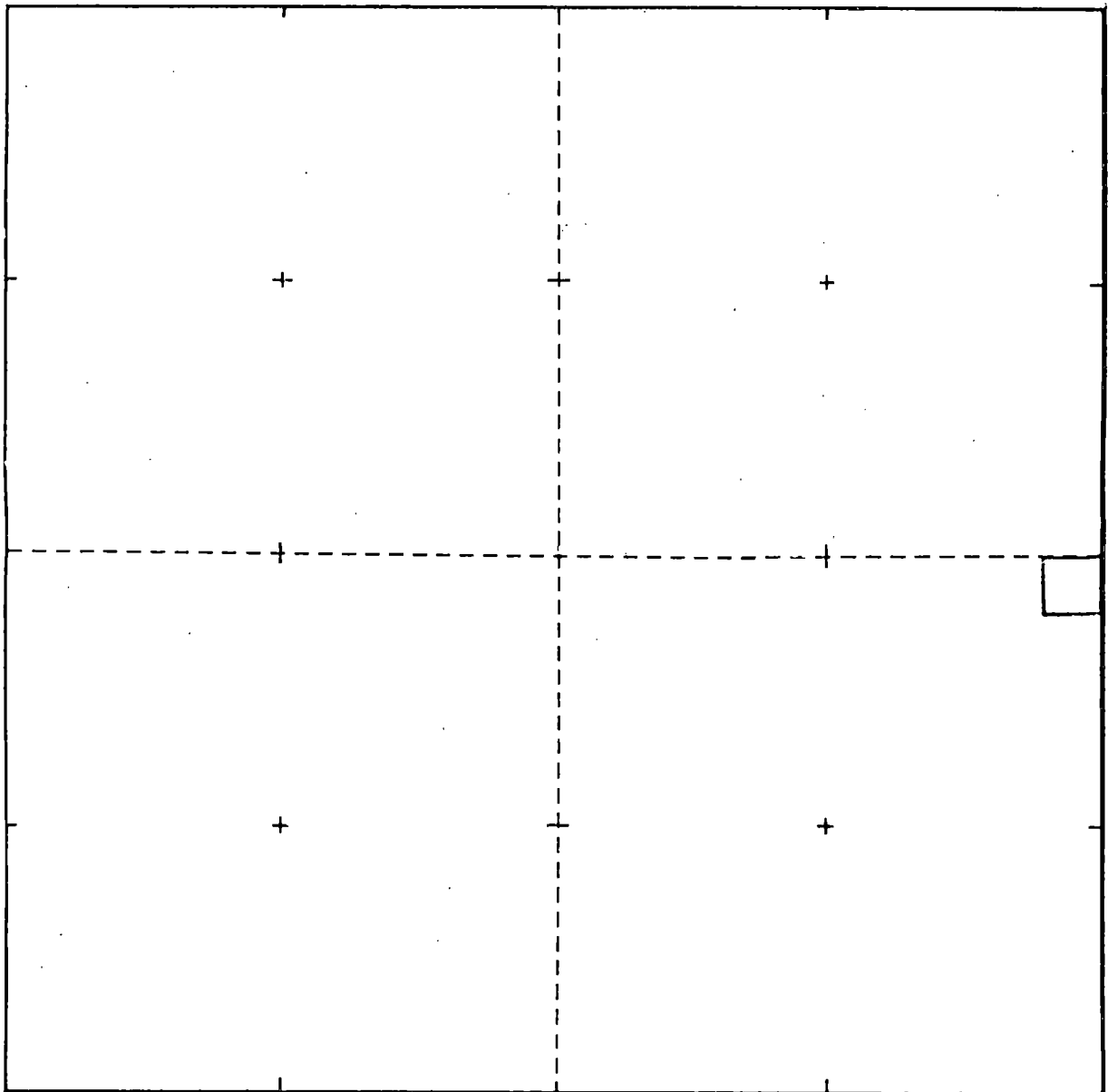
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEL

W. Hagel

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

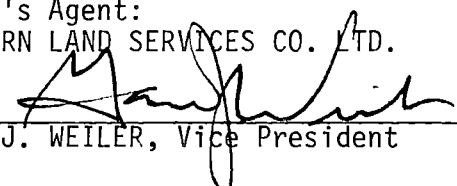
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

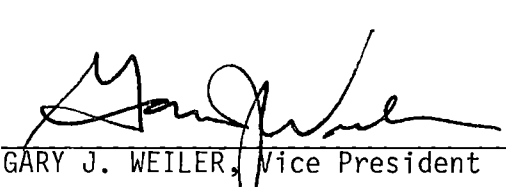
A F F I D A V I T

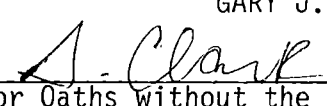
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

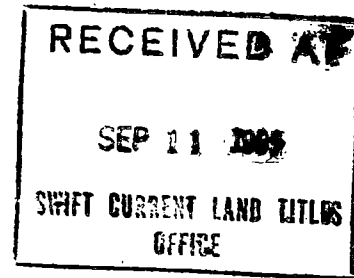
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 1/2 30</u>		

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

North Canadian Oils Limited and Calgary
of

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____ dollars
(ii) Rent _____ dollars

Payment in subsequent years by lessee

(b) for each subsequent year the sum of _____ dollars
payable annually in advance on the anniversary of the date hereof in each year during the currency hereof:

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 1985 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 26th
day of July 1985

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXX I am the Lessor named in the within lease and I say that I have no wife or child who is under the age of 18 years and who is a resident of Saskatchewan and who is not a member of the family of the Lessor.~~

OR

~~XXXX I am the Lessor named in the within lease and I say that I have no wife or child who is under the age of 18 years and who is a resident of Saskatchewan and who is not a member of the family of the Lessor.~~

Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 1985

Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan.

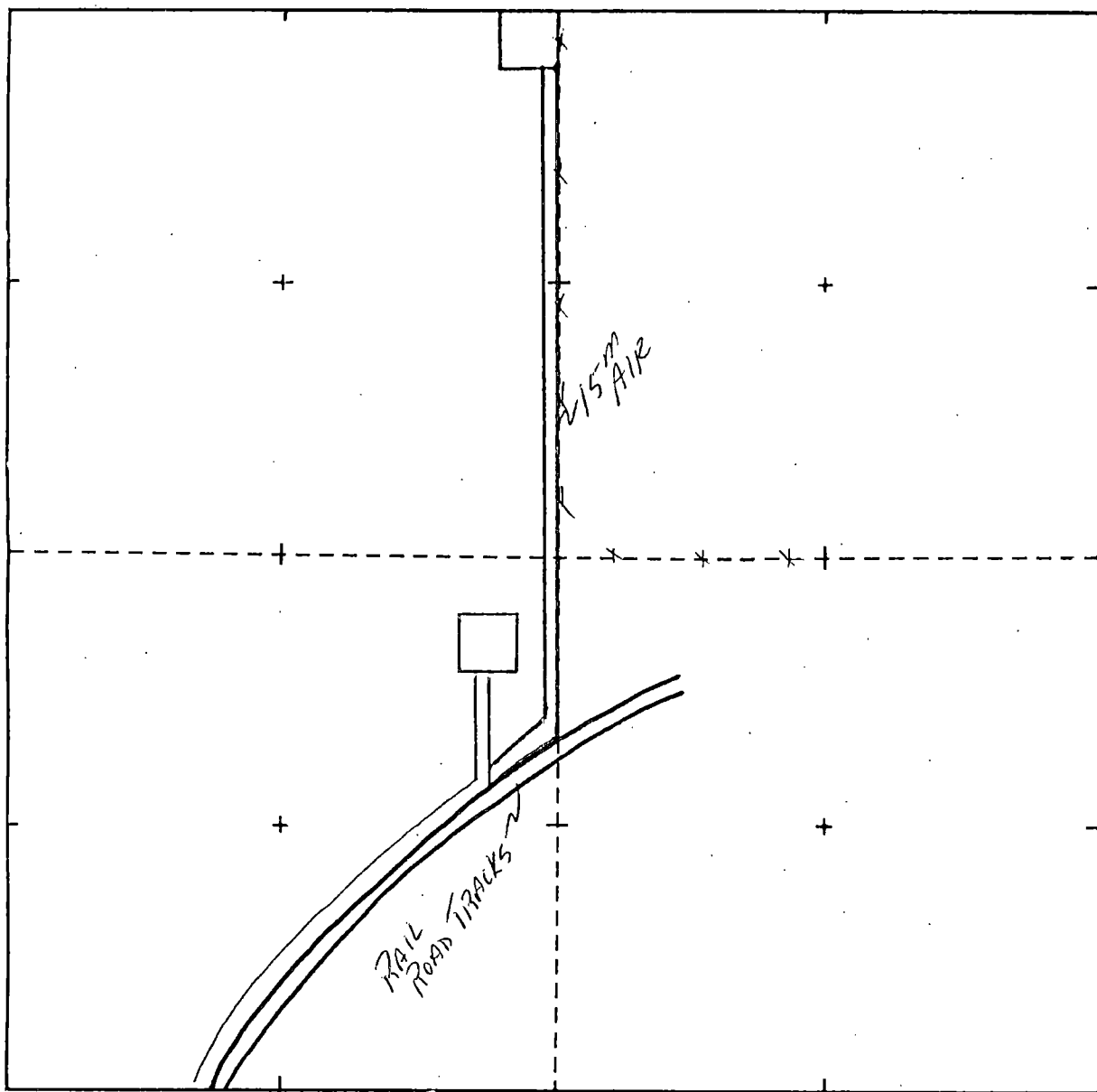
My Appointment Expires Dec. 31st, 1985

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

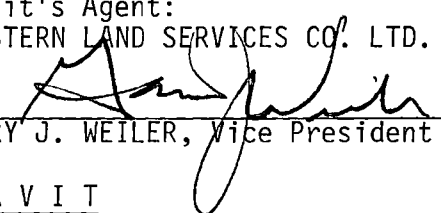
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

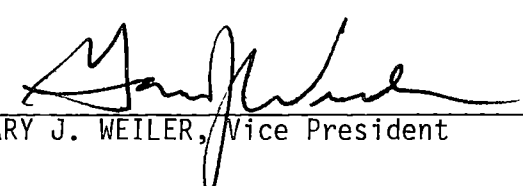
A F F I D A V I T

CANADA) I, GARY J. WEILER, of the City of Calgary, in the
PROVINCE OF ALBERTA) Province of Alberta, Vice President of Western Land
TO WIT:) Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

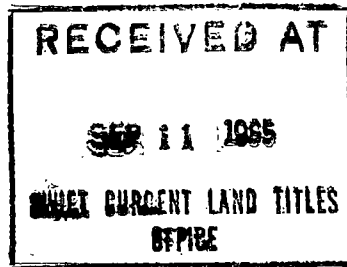
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? No In Office? yes Being Returned to above Addressee? No
Is Instrument Registrable? yes Titles Affected 85SC.06898 - NW 5 1/2 30

Encumbrances			Certificates, Notices, Required	
			Type	Quantity
Title		General Register	Abstract	
		<u>Clear</u>	G.R.C.	
			Uncertified Copy	
			Cert. Copy	
			Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

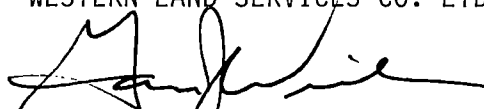
Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

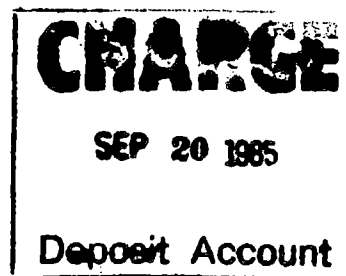
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser) _____
_____ (Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

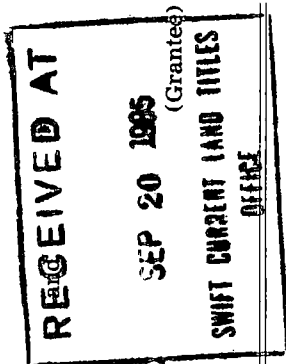
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

- That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2262
Registered
S.C.L.R.D.
Western Land Services Co. Ltd.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19 _____

A Commissioner for Oaths in and for the Province of Saskatchewan

85SC11262

19

day of

Dated

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canary</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

[Signature] Initials

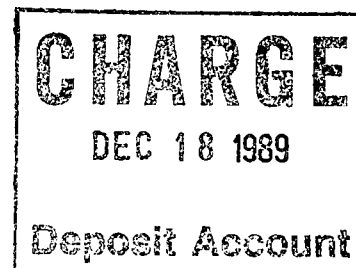


December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED

Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

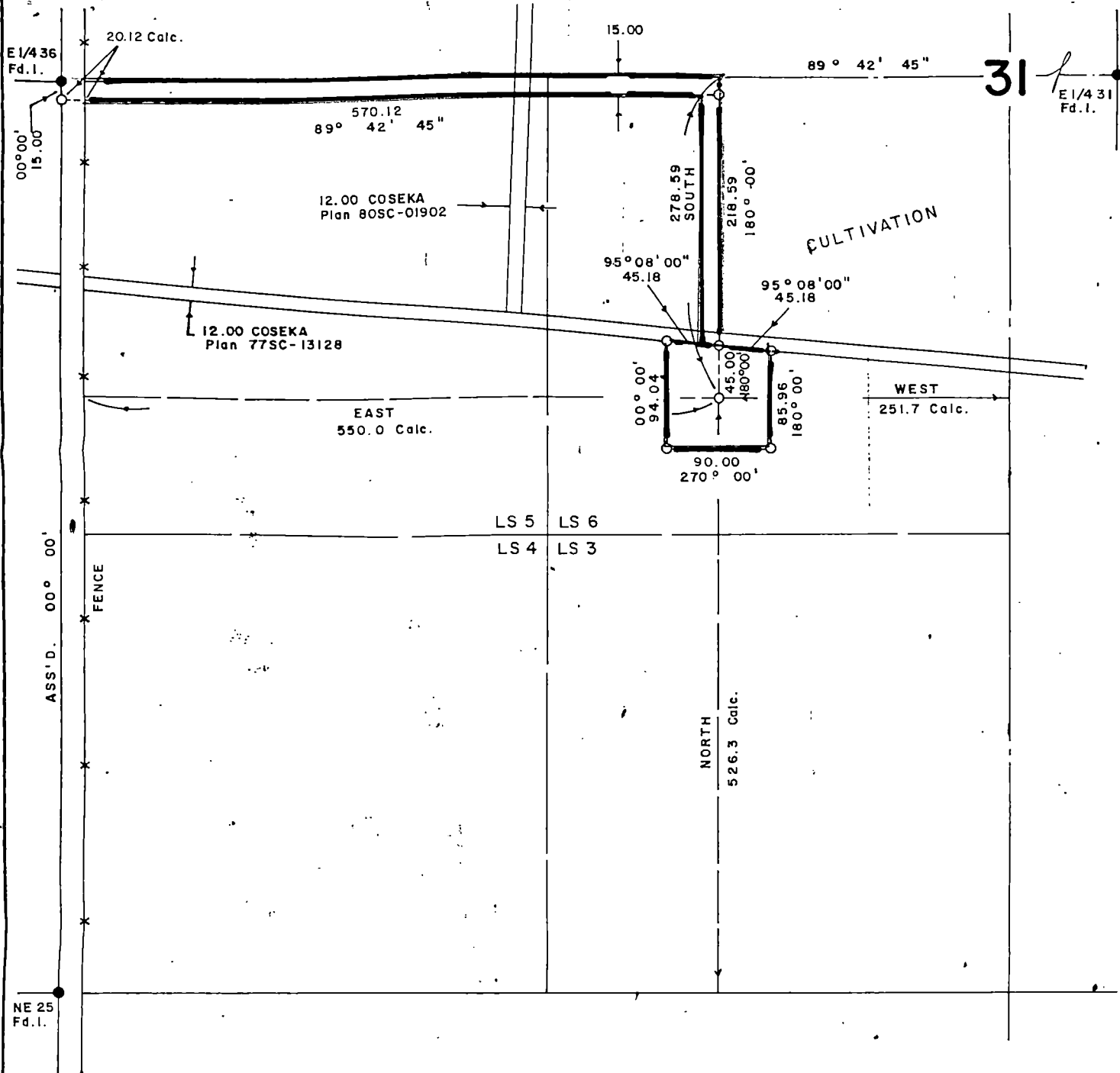
(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.

Job No. 89 - 833 Checked Date 01/11/89

REVISION

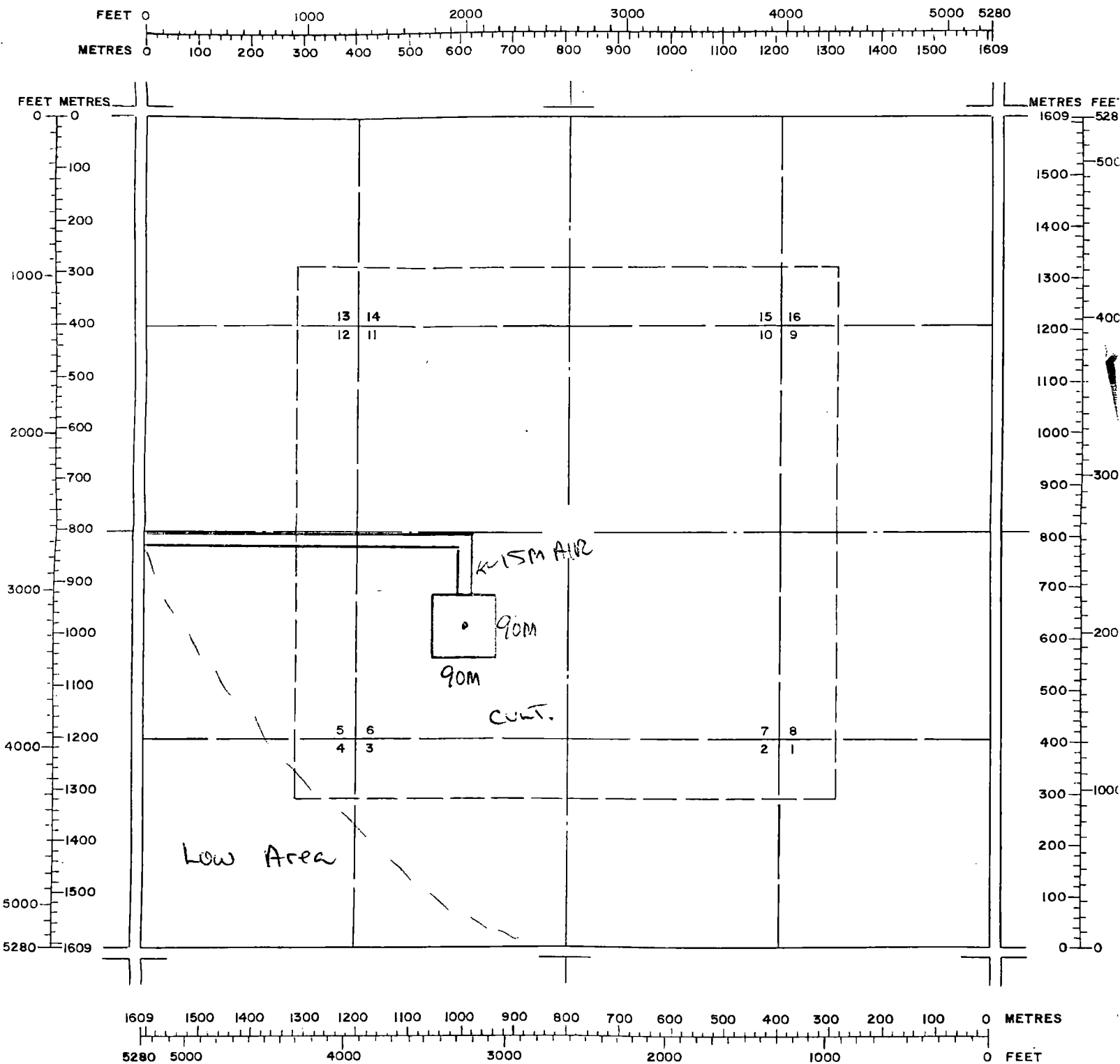
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 0.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

COSEKA RESOURCES LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ... of
in the Province of Saskatchewan, ... make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this
day of A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~ make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this 30

day of **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, ... **FARMER** make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this 28

day of **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

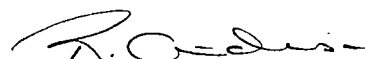
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{as} ~~an~~ and an estate by virtue of a Saskatchewan
Surface Lease dated October 28, 1989, covering a wellsite and access

Attached To
Part of Th.

being lands described in Certificate of Title, 85SC06898
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

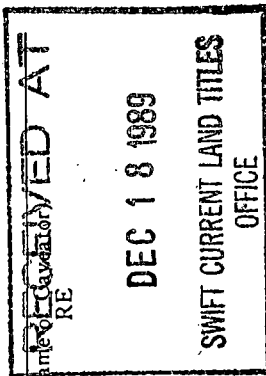
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

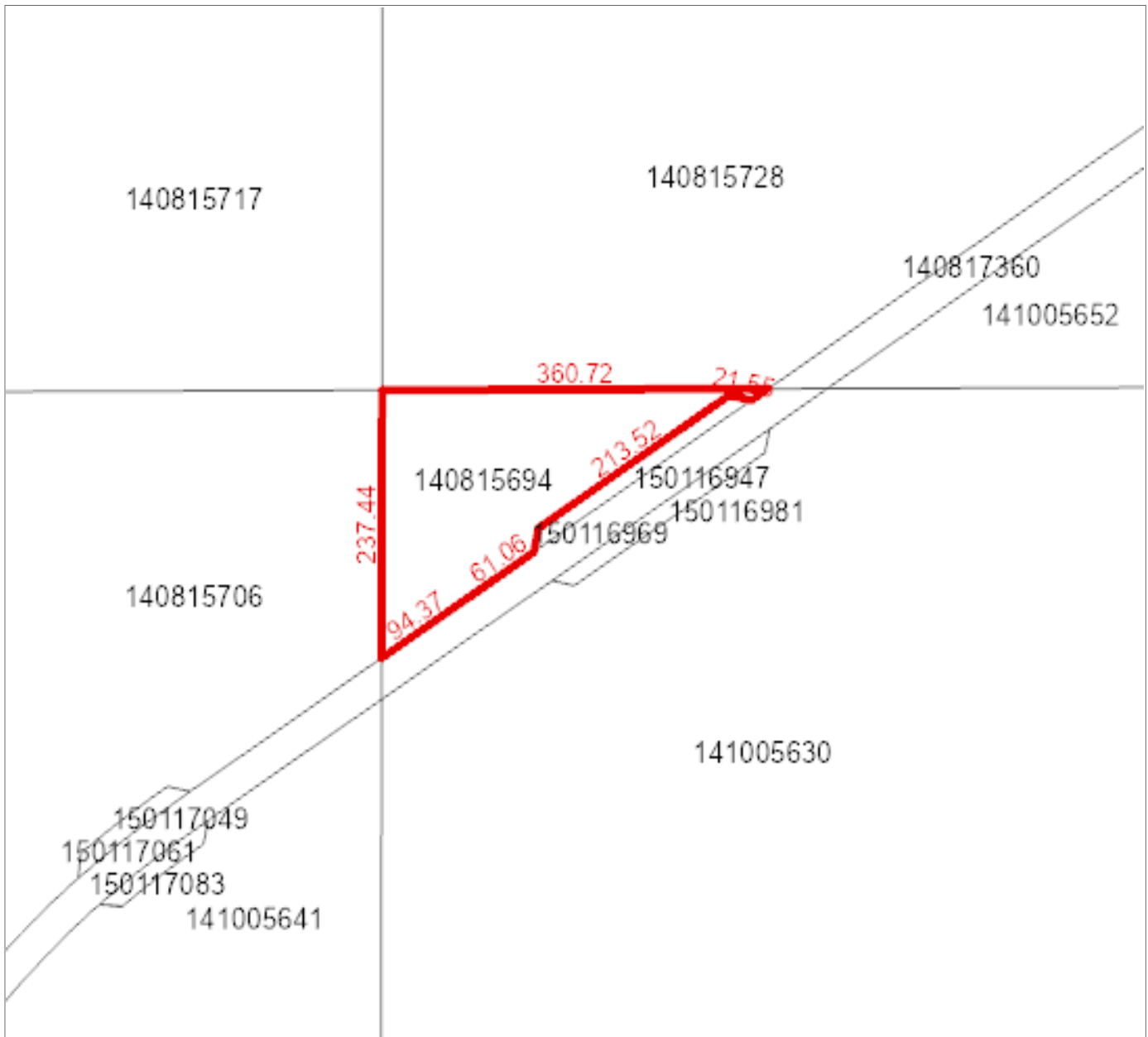
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 140815694

REQUEST DATE: Mon Jan 26 10:02:18 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 3.934 hectares (9.72 acres)

Title Number(s) : 152733810

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 30-14-27-3 Ext 1

Source Quarter Section : SE-30-14-27-3

Commodity/Unit : Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

Province of Saskatchewan Land Titles Registry Title

Title #: 152733809
Title Status: Active
Parcel Type: Surface
Parcel Value: \$118,500.00 CAD
Title Value: \$118,500.00 CAD
Converted Title: 85SC06898
Previous Title and/or Abstract #: 118672825

As of: 26 Jan 2026 10:04:29
Last Amendment Date: 09 Mar 2020 14:05:52.670
Issued: 09 Mar 2020 14:05:52.313
Municipality: RM OF BIG STICK NO. 141

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005630

Reference Land Description: SE Sec 30 Twp 14 Rge 27 W 3 Extension 2
As described on Certificate of Title 85SC06898 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
187429809

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446270
Converted Instrument #: 85SC10772

Interest #:
187429810

CNV Caveat

Value: N/A
Reg'd: 11 Sep 1985 00:17:57
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

As to NW & S 1/2 of 30
Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106446247
Converted Instrument #: 85SC10773

Interest #:**187429821**

CNV Easement

Value: N/A**Reg'd:** 20 Sep 1985 00:18:46**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A

As to NW 1/4 & S 1/2 of 30

Holder:

CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2ND ST SW

CALGARY, Alberta, Canada T2P 4J8

Client #: 138904667**Int. Register #:** 106446258**Converted Instrument #:** 85SC11262**Interest #:****187429832**

CNV Caveat

Value: N/A**Reg'd:** 18 Dec 1989 00:38:04**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 111058073**Int. Register #:** 106446269**Converted Instrument #:** 89SC22838**Addresses for Service:****Name****Address****Owner:**

William Hagel

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Client #: 135935680**Owner:**

Charlene Blakley

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Client #: 135935691**Owner:**

Brenda Ziebart

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Client #: 135935736**Notes:**

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140815694 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



85 - SC — 10772

Fees		Inst. <u>Canad.</u>	
Total Fees <u>5.00</u>		From <u>Western Land Service</u>	
Amt. Rec'd <u>a/c</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>NW 5 1/2 30-14-27 W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 5 1/2 30</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR Box 81, Golden Prairie, Saskatchewan S0N 0Y0
LESSEE 10th Floor, 530 - 6th Ave. S.W., Calgary, Alberta T2P 0S8

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several North Canadian Oils Limited the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....
.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....
.....

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, Kenton Russell Royer, of the City
of Medicine Hat in the Province of Alberta
Landman, make oath and say as follows:
(Occupation)

1. That I was personally present and did see William Hagel,
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign
and execute the same for the purposes named therein.

2. That the same was executed at the District of Golden Prairie
in the Province of Saskatchewan on the 23rd day of
July in the Year 19 85 and that I am the subscribing witness thereto.

3. That I know the said William Hagel, and in my belief he is
of the full age of nineteen years.

Sworn before me at the City of
Medicine Hat in the Province of
Alberta this 29th
day of July 19 85

Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 1986

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

I, William Hagel, of the District
of Golden Prairie in the Province of Saskatchewan
(Occupation), make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the said land is my homestead (or the
homestead of the Lessor), or has been my homestead (or the homestead of the Lessor, as the case may be) at
any time.

OR

~~XXXXXX I am the Lessor named in the within lease and I say that I have no such homestead XXXX~~

OR

~~XXXXXX I am the Lessor named in the within lease and I say that my wife (or the wife of the Lessor) does not
reside in Saskatchewan and has not resided therein at any time since the marriage. XXXX~~

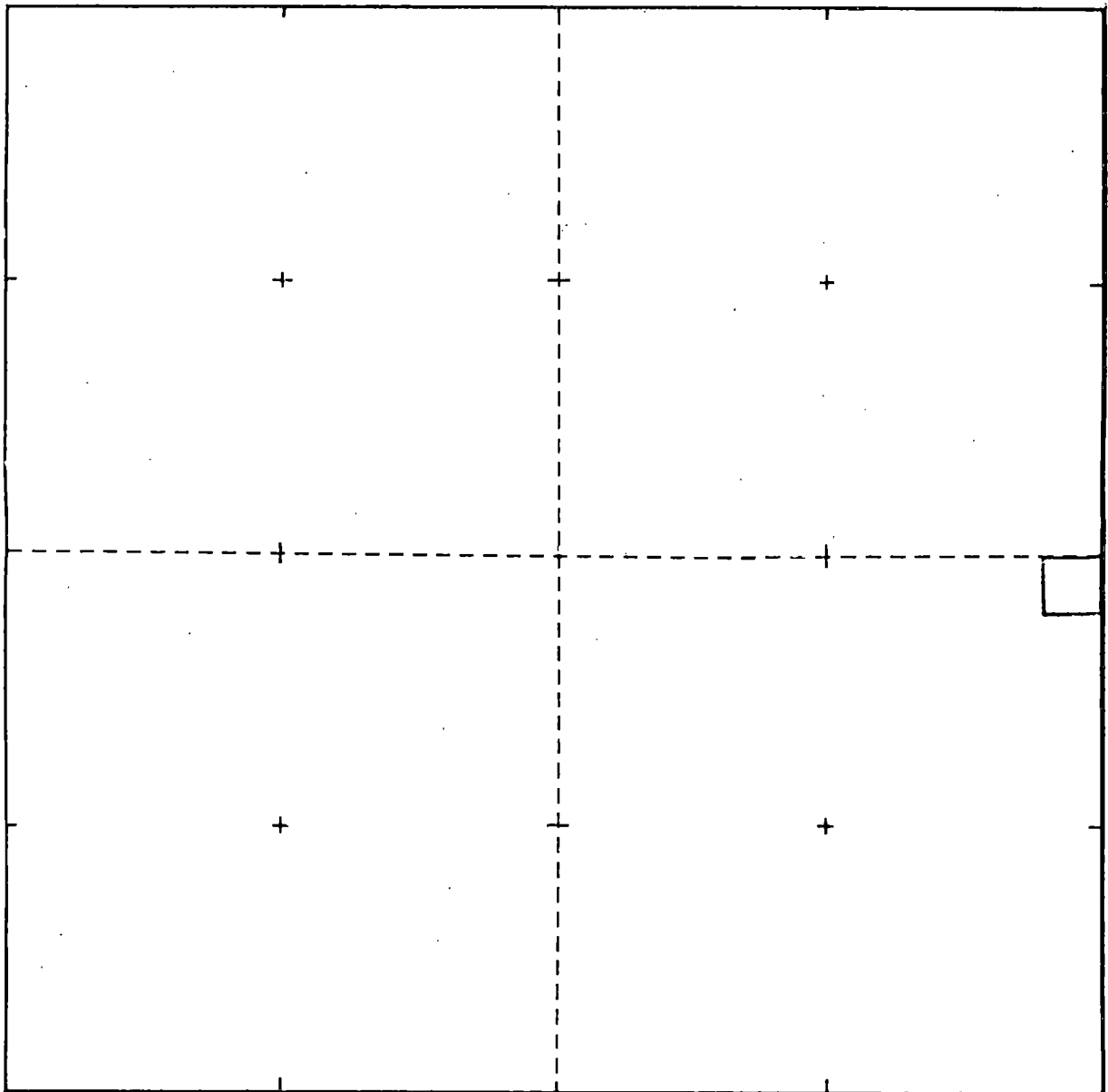
Sworn before me at the District of
Golden Prairie in the Province of
Saskatchewan this 23rd
day of July 19 85
Kenton Royer KENT ROYER
A Commissioner for Oaths in and for the Province of
Saskatchewan
My Appointment Expires Dec. 31st, 19 85

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

SE¹/₄ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = ACRES

TOTAL = 2.00 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85
A.D. 19

WILLIAM HAGEL

W. Hagel

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six-Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

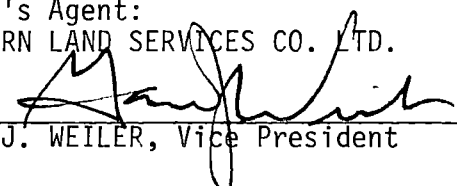
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

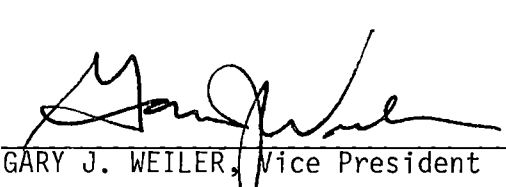
A F F I D A V I T

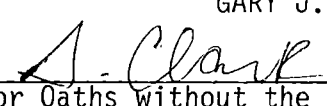
CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

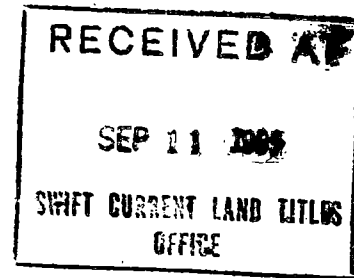
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10772



I certify that the within Instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 11 day of Sept
A.D. 1985 as Number 85SC10772

Colleen M. D. Registrar
S.C.L.R.O.



Instrument Work Sheet

85 - SC — 10773

Fees	Inst. <u>Caveat</u>
Total Fees <u>5.00</u>	From <u>Western Land Services</u>
Amt. Rec'd <u>a/c</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 1/2 30-14-27W3</u>

Is Dup. C. of T. with Instrument? <u>NO</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>NO</u>
Is Instrument Registrable? <u>yes</u> Titles Affected <u>85SC06898 - NW 1/2 30</u>		

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

20 Initials

EXHIBIT 'A'

File No. C(3) 20414-14
14 of 30, 14-27-3

SASKATCHEWAN SURFACE LEASE

This lease made in triplicate this 23rd day of July, 1985
Between: Willina Hagel

of Golden Prairie

in the Province of Saskatchewan
(hereinafter called the "Lessor") (Occupation)

and North Canadian Oils Limited of Calgary

in the Province of Alberta
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The North West (NW), South East (SE) in Section Thirty (30)
and South West (SW) Quarters Twenty Seven (27)
in Township Fourteen (14) in Range Third (3rd)
West of the Meridian

in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 558006898

of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site

Petroleum and/or Natural Gas

for the drilling of a well for and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of _____ dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage _____

(ii) Rent _____ dollars

Payment in subsequent years by lessee

(b) for each subsequent year the sum of _____ dollars
payable annually in advance on the anniversary of the date hereof in each year during the currency hereof:

3. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

4. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

(c) The Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape unto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purpose hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

(d) Upon abandonment of the well the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required.

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

5. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to The Surface Rights Acquisition and Compensation Act 1968.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, materials and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR **Box 81, Golden Prairie, Saskatchewan S0N 0Y0**

LESSEE **10th Floor, 630 - 6th Ave. S.W., Calgary, Alberta T2P 0S8**

Time of the essence

6. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

7. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

8. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several **North Canadian Oils Limited**, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

.....

.....
WILLIAM HAGEL
NORTH CANADIAN OILS LIMITED

Signed, sealed and delivered by the above named Lessee in the presence of

.....

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined

..... wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in

the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

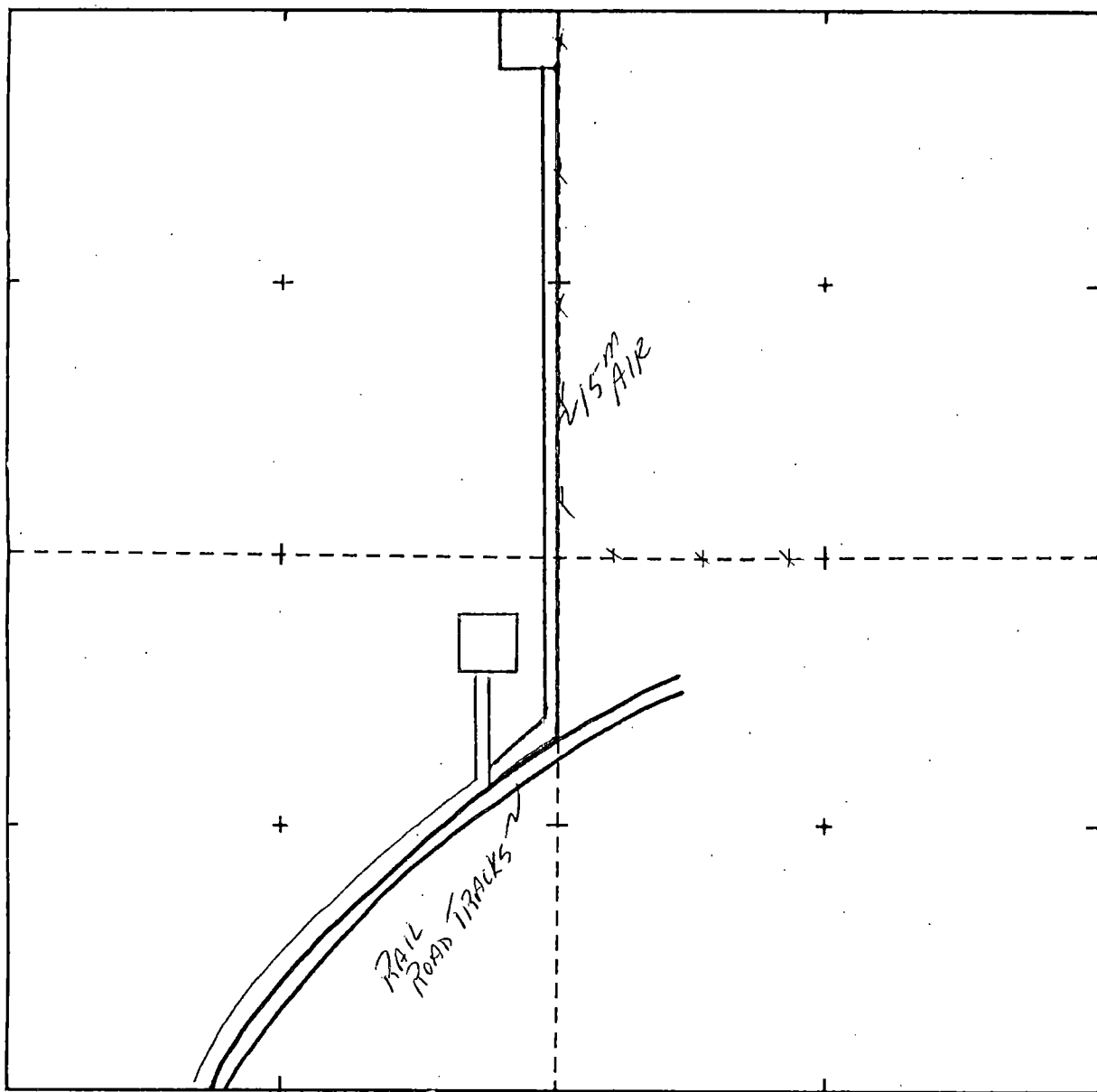
CANADA
PROVINCE OF SASKATCHEWAN
To Wit:

SKETCH PLAN

PROPOSED LOCATION OF

WELLSITE AND ACCESS ROAD

NW $\frac{1}{4}$ SEC. 30, TWP. 14, RGE. 27 WEST 3rd M.



quarter section - 1:5000

scale

section - 1:10000

APPROXIMATE AREA REQUIRED

WELLSITE = 2.00 ACRES

ROADWAY = 4.23 ACRES

TOTAL = 6.23 ACRES

PIPELINE = ACRES

1 metre - 3.28 feet

804.67 metres - 2640 feet

WIS/84

Acknowledged as attached
to and forming part of a
SASKATCHEWAN SURFACE LEASE

dated July 23, 85 A.D. 19

WILLIAM HAGEL

W. Hagel

2

Kent Ray

witness

C A V E A T

TO THE REGISTRAR OF THE SWIFT CURRENT LAND REGISTRATION DISTRICT:

TAKE NOTICE THAT NORTH CANADIAN OILS LIMITED, A body corporate with head office at Calgary, claiming an interest in and to the undermentioned lands under and by virtue of a Surface Lease dated July 23, A. D. 1985, a copy of which said Surface Lease is attached hereto and marked Exhibit "A", and made between WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan as Lessor and the Caveator as Lessee, whereby for the consideration and subject to the covenants and agreements therein set forth and contained, the said WILLIAM HAGEL did lease to the said NORTH CANADIAN OILS LIMITED certain parts or portions of the undermentioned lands as in the said Surface Lease described as follows:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), in Range Twenty-seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing Six Hundred and Forty (640) acres more or less, Excepting: out of the South East Quarter 7.90 acres and out of the South West Quarter 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

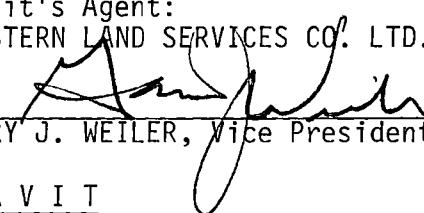
Minerals in the Crown.

standing in the register in the name of WILLIAM HAGEL, of Golden Prairie, Saskatchewan, forbids the registration of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except to the claim herein set forth.

Address in Saskatchewan - Balfour, Moss, Milliken, Laschuk,
Kyle & Vancise
1850 Cornwall Street
Regina, Saskatchewan
S4P 2K3

Dated this 9th day of September, A. D. 1985.

NORTH CANADIAN OILS LIMITED
By it's Agent:
WESTERN LAND SERVICES CO. LTD.


GARY J. WEILER, Vice President

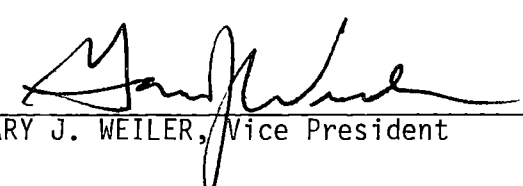
A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA) I, GARY J. WEILER, of the City of Calgary, in the
TO WIT:) Province of Alberta, Vice President of Western Land
Services Co. Ltd.,
Agent for the Caveator
MAKE OATH AND SAY:

1. THAT the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.

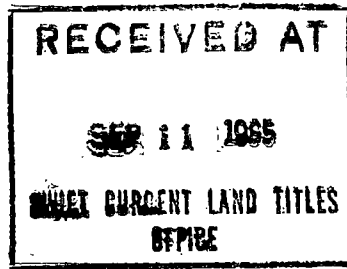
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at the City of
Calgary, in the Province of
Alberta, this 9th day of September
A. D. 1985.


GARY J. WEILER, Vice President


A Commissioner for Oaths without the Province of Saskatchewan
My Commission Expires December 31, 1989
SANDRA FAY CLARK

85SC10773



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 21 day of Sept
A.D. 1985 as Number 85SC10773

William J.
Registrar
S.C.L.R.O.



85 - SC — 11262

Fees	Inst. <u>Leasehold</u>
Total Fees <u>5.00</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>Rec'd.</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 5 1/2 30-14-27W.3</u>

Is Dup. C. of T. with Instrument? <u>No</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>No</u>
Is Instrument Registrable? <u>yes</u>	Titles Affected <u>85SC.06898 - NW 5 1/2 30</u>	

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
	<u>Clear</u>	G.R.C.	
		Uncertified Copy	
		Cert. Copy	
		Notices	

Remarks:

AD Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 757-0661
MEDICINE HAT (403) 527-7903

WESTERN LAND Services Co. Ltd.

100 - 622 - 5th AVENUE S.W.
CALGARY, ALBERTA T2P 0M6

MAILING ADDRESS: P.O. BOX 6688
POSTAL STATION "D" T2P 2E6 CALGARY, ALBERTA

OUR FIEL: C(M) 20422

September 17, 1985

Land Titles Office
E. I. Wood Building
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Dear Sirs:

Re: Easements

- 2 NW $\frac{1}{4}$ & S $\frac{1}{2}$ 30-14-27 W3M
- 3 NE $\frac{1}{4}$ 30-14-27 W3M
- 4 E $\frac{1}{2}$ & NW $\frac{1}{4}$ of 6 and NE $\frac{1}{4}$ & S $\frac{1}{2}$ of 7, 15-27 W3M
- 5 NW $\frac{1}{4}$ 7-15-27 W3M

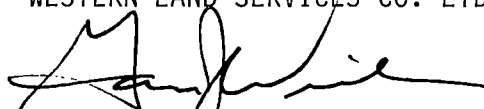
Please find enclosed four Easements, each in duplicate, covering the above noted lands which we ask that you register. Please return the duplicate registered copies to our office.

Fees in this matter may be deducted from our firm's deposit account.

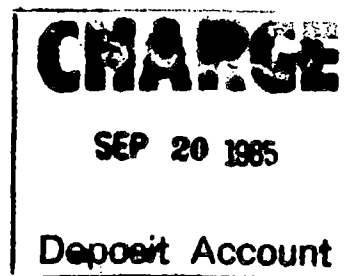
Thank you for your assistance in this matter.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Wenler
Vice President

GJW:sfc
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS

AGENTS TO INDUSTRY



Easement

I, William Hagel of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North West, South East and South West Quarters of Section Thirty (30), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, Saskatchewan, containing 480 acres more or less.

Except: Out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

Minerals in the Crown.

in the Province of Saskatchewan as described in Certificate of Title No. 85SC06898 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by NORTH CANADIAN OILS LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres ~~feet~~ in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Six Hundred Dollars (\$ 600.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 23rd day of July A.D. 1985

Signed by the said
in the presence of:

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan Address SON OYO

Grantor

Address

Address

Seal

Dandrews

WITNESS

NORTH CANADIAN OILS LIMITED

Per:

Per:

ITS ATTORNEY

10th Floor, Bradie Building
630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

Kenton Russell Royer of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July
A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ without
the Province of Saskatchewan.
My appointment expires 31 December, 19 86.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19 _____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19 _____
(Witness) _____ (Purchaser) _____
_____ (Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

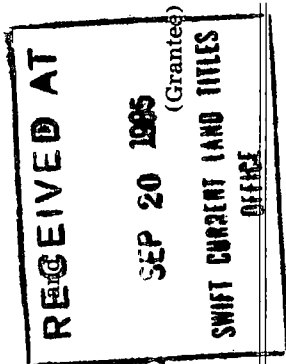
I, Kenton Russell Royer, of the _____ City
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ Alberta
Landman _____, make oath and say:

1. That I was personally present and did see William Hagel
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at District of Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 29th day of July, A.D. 19 85.

M. Eileen Layton EILEEN LAYTON
A Commissioner for Oaths ~~in and for~~ the Province of Saskatchewan
without
My appointment expires December 31, 1986

(Grantor)



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 22nd day of Sept.
A.D. 19 85 as Number 2539/2062
Registered
S.C.L.R.D.
Western Land Services Co. Ltd.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____ make oath and say:

1. That I was personally present and did see _____
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19 _____

A Commissioner for Oaths in and for the Province of Saskatchewan

85SC11262

19

day of

Dated

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22838

FEEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Canwest</i> From <i>Coreke</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

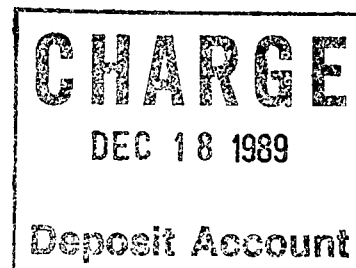
[Signature] Initials

December 14, 1989

Province of Saskatchewan
Land Titles Office
350 Cheadle Street West
Swift Current, Saskatchewan
S9H 4G3

Gentlemen:

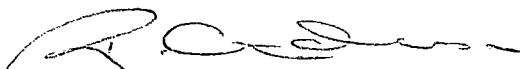
Re: REGISTRATION OF CAVEATS
Our Files: 50,073, 50,074



We enclose, in duplicate, the subject documents for registration and would ask that you return one registered copy for our files and charge the fee to our account No. 01-03-1514.

Yours truly,

COSEKA RESOURCES LIMITED



Robin Anderson
Land Secretary

/ra
Enclosure

SURFACE LEASE

This lease made in triplicate this 28 day of October, 19 89

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
and
COSEKA RESOURCES LIMITED of CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31) in Township FOURTEEN (14)
Range TWENTY SEVEN (27) West of the THIRD (3) Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 85SC06898
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of FOUR THOUSAND NINE HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage TWO THOUSAND SEVEN HUNDRED
(\$ 2,700.00)

(ii) Rent TWO THOUSAND TWO HUNDRED SEVENTY FIVE
(\$ 2,275.00)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof.

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 4975.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental ~~provided~~ for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

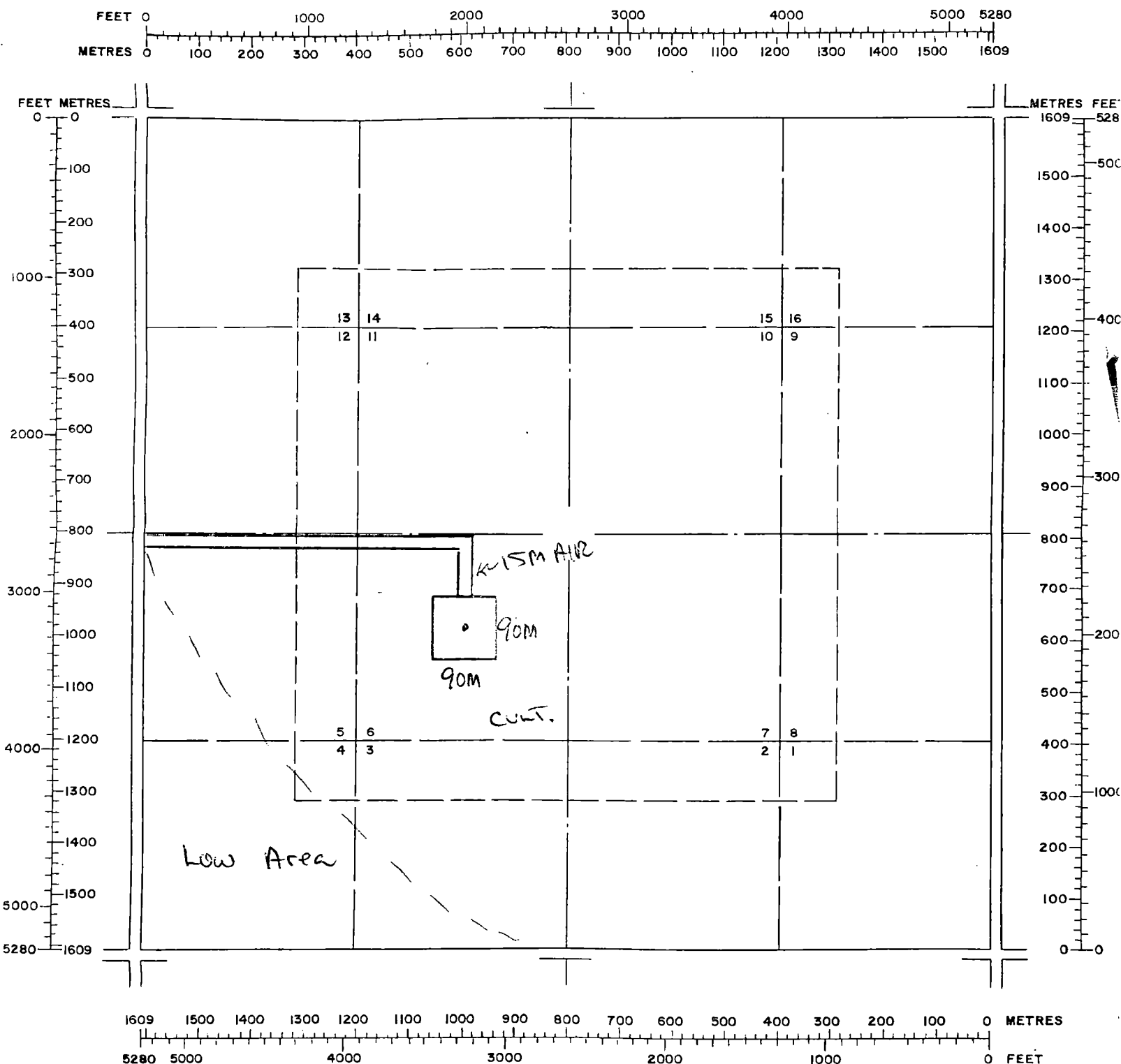
CLM

FILE NO. : 89-0614

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited
WELLSITE and ROADWAY

IN L.S.D. 6 SEC. 31 TWP. 14 RGE. 27 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = 2.50 acres
Approximate Camp Site = 0.00 acres
Total = 4.50 acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 25 day of October, A.D. 1989

WITNESS : [Signature]

WITNESS : [Signature]

[Signature]

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR... P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0Y0

LESSEE... 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9...

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Broch
Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ... of
in the Province of Saskatchewan, ..., make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this
day of A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, **PHILIP GAZDAG** of **CITY OF MEDICINE HAT**
ALBERTA **LAND AGENT**
in the Province of ~~XXXXXXX~~, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

2. THAT the same was executed at **DISTRICT OF GOLDEN PRAIRIE** in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said **WILLIAM HAGEL**
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**

In the Province of ~~XXXXXXX~~ **ALBERTA**, this **30**

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

WITHOUT

My Appointment Expires December 31st, 19 **90**.

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan, ... **FARMER**, make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**

In the Province of Saskatchewan, this **28**

day of **October**, A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~XX~~ and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 4.85 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North West, South East and South West Quarters of Section Thirty (30), and the South West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian (W3M), Saskatchewan, 640 acres

EXCEPT: out of the South East Quarter of Section Thirty (30), 7.90 acres and out of the South West Quarter of Section Thirty (30), 5.13 acres for Canadian Pacific Railway Right of Way and Extra Widths on Plan BU 6666.

MINERALS IN THE CROWN

being lands described in Certificate of Title, 85SC06898

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.

1200 Eau Claire Place II

521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman

2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
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and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989 .
COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12th day of December
A.D. 19 89

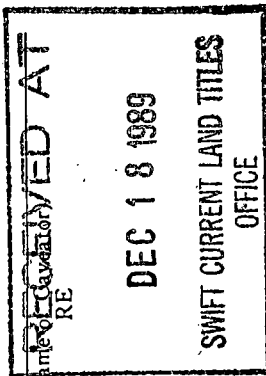
Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 19 91
A.J. Matovich

89SC22838

Dated

A.D. 19



(the Land)

Caveat

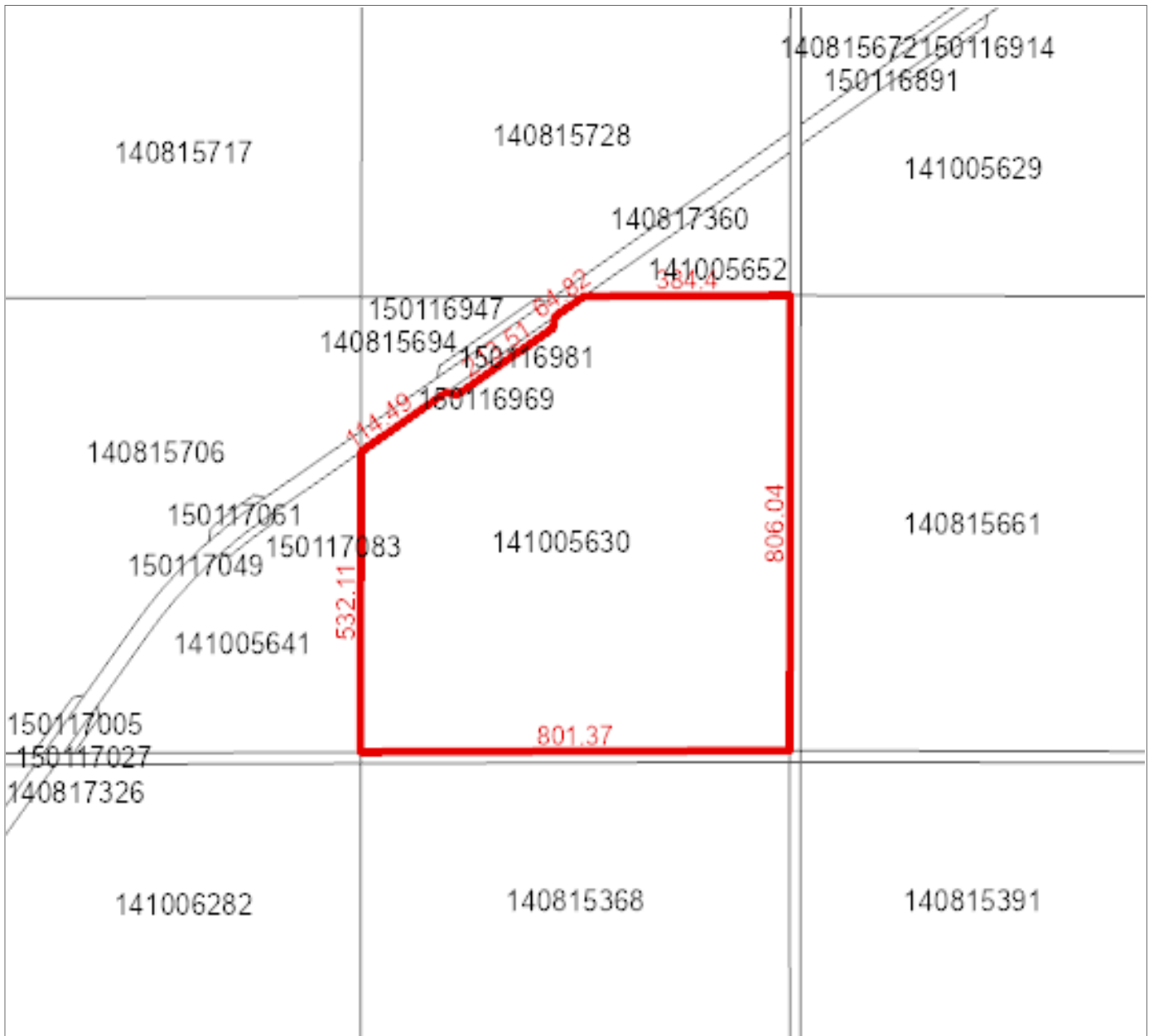
WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 89SC22838
Cubitt
Registrar
S.C.L.R.D.



Surface Parcel Number: 141005630

REQUEST DATE: Mon Jan 26 10:04:00 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF BIG STICK NO. 141

Area : 58.517 hectares (144.6 acres)

Title Number(s) : 152733809

Converted Title Number : 85SC06898

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 30-14-27-3 Ext 2

Source Quarter Section : SE-30-14-27-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Assessment ID Number : 141-000630300

PID: 1558014



Civic Address:

Legal Location: Qtr SE Sec 30 Tp 14 Rg 27 W 3 Sup 00

Supplementary: EXCEPT: RR

Title Acres: 154.00

School Division: 211

Neighbourhood: 141-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 07-Nov-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
15.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T1 - Level / Nearly Level	\$/ACRE	1,913.09
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	50.88
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				
122.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,744.82
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S3 - Moderate	Final	46.40
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
17.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,841.84
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final	48.99
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	HR - [HAVERHILL]				
		Soil texture 3	L - [LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status

Property Report

Municipality Name: RM OF BIG STICK (RM)			Assessment ID Number : 141-000630300			PID: 1558014	
Agricultural	\$272,900	1	Other Agricultural	55%	\$150,095	Taxable	
Total of Assessed Values:		\$272,900	Total of Taxable/Exempt Values:		\$150,095		

Province of Saskatchewan Land Titles Registry Title

Title #: 152733731

Title Status: Active

Parcel Type: Surface

Parcel Value: \$115,500.00 CAD

Title Value: \$115,500.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909852

As of: 26 Jan 2026 10:21:21

Last Amendment Date: 09 Mar 2020 14:05:48.766

Issued: 09 Mar 2020 14:05:48.220

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140805008

Reference Land Description: NE Sec 24 Twp 14 Rge 28 W 3 Extension 1
As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429304

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

830-1 Calgary PI

Calgary, Alberta, Canada T2P 0L4

Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:

187429315

CNV Caveat

Value: N/A

Reg'd: 26 Oct 1981 00:20:27

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 108454169

Int. Register #: 106757163

Converted Instrument #: 81SC12266

Interest #:
187429326

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757174
Converted Instrument #: 89SC22828

Interest #:
187429337

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429348

CNV Caveat

Value: N/A
Reg'd: 05 Oct 1992 00:18:26
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
Attn: Land Administration, North Canadian Oils Limited, 600 North Canadian
Oils Bldg 2500 Victoria Ave
Regina, Saskatchewan, Canada S4P 3X2
Client #: 111551509

Int. Register #: 106757196
Converted Instrument #: 92SC11065

Interest #:
187429359

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208

Converted Instrument #: 92SC13087

Addresses for Service:**Name****Address****Owner:**

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005821 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to above Addressee? No

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title	General Register		Type	Quantity
	<u>clear</u>		Abstract	}
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	

Remarks:

ed Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

WESTERN LAND Services Co. Ltd.

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

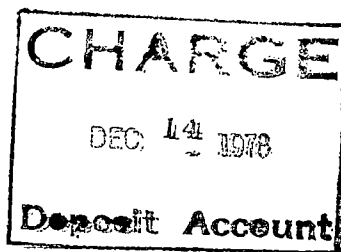
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

[Signature]

OCCUPANT OR OWNER:

[Signature]

Sec. Twp. Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.

NORTH

<u>WEST</u>						<u>EAST</u>	
		13	14	15	16		
		12	11	10	9		
		5	6	7	8		
		4	3	2	1		

SOUTH

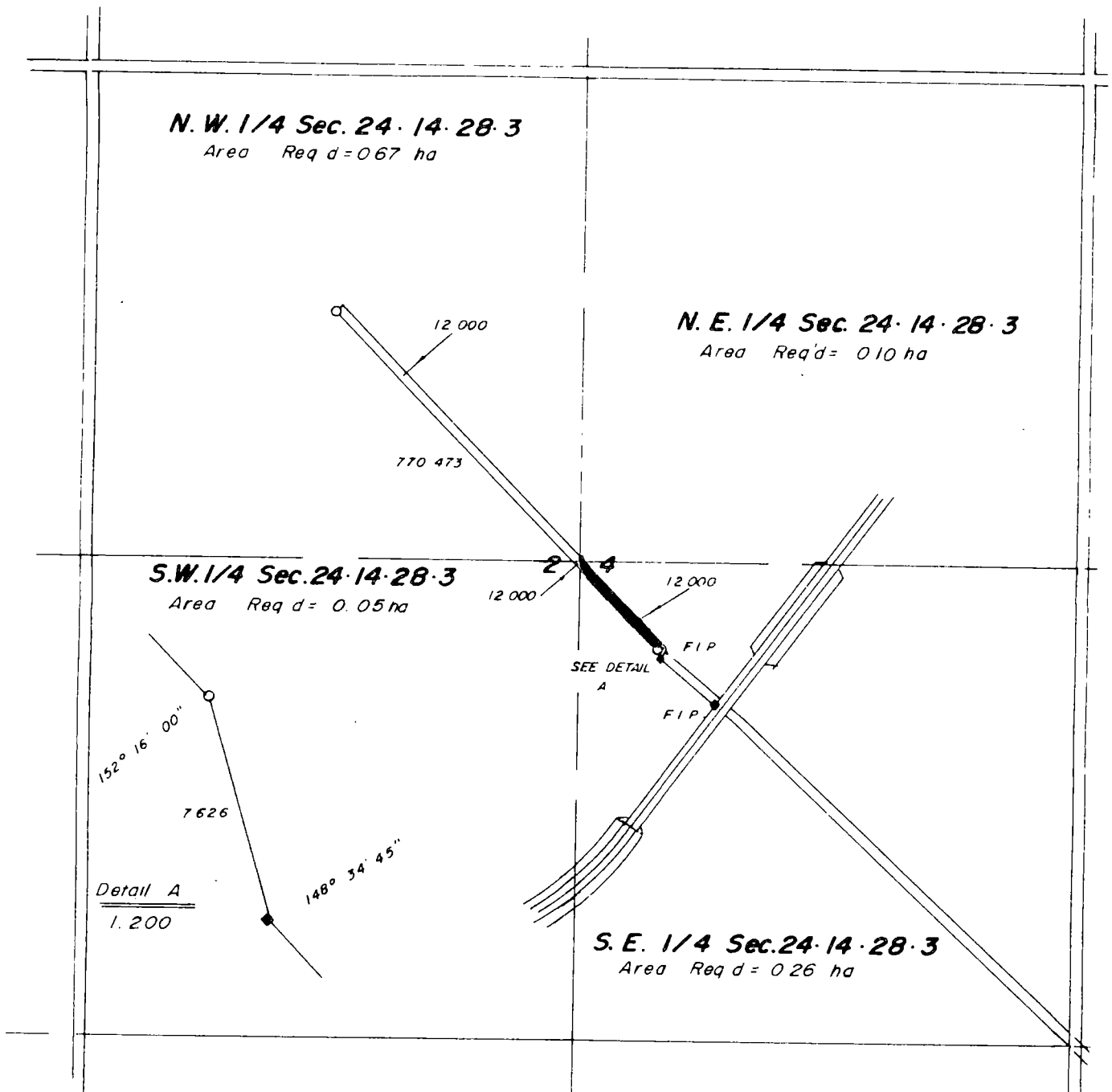
Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

C(M)12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner :

Legend:

Monuments found shown thus: ●

Monuments found shown thus: ○

Portion referred to colored

Title No.

Date: Sept 19 /78

Certified Correct

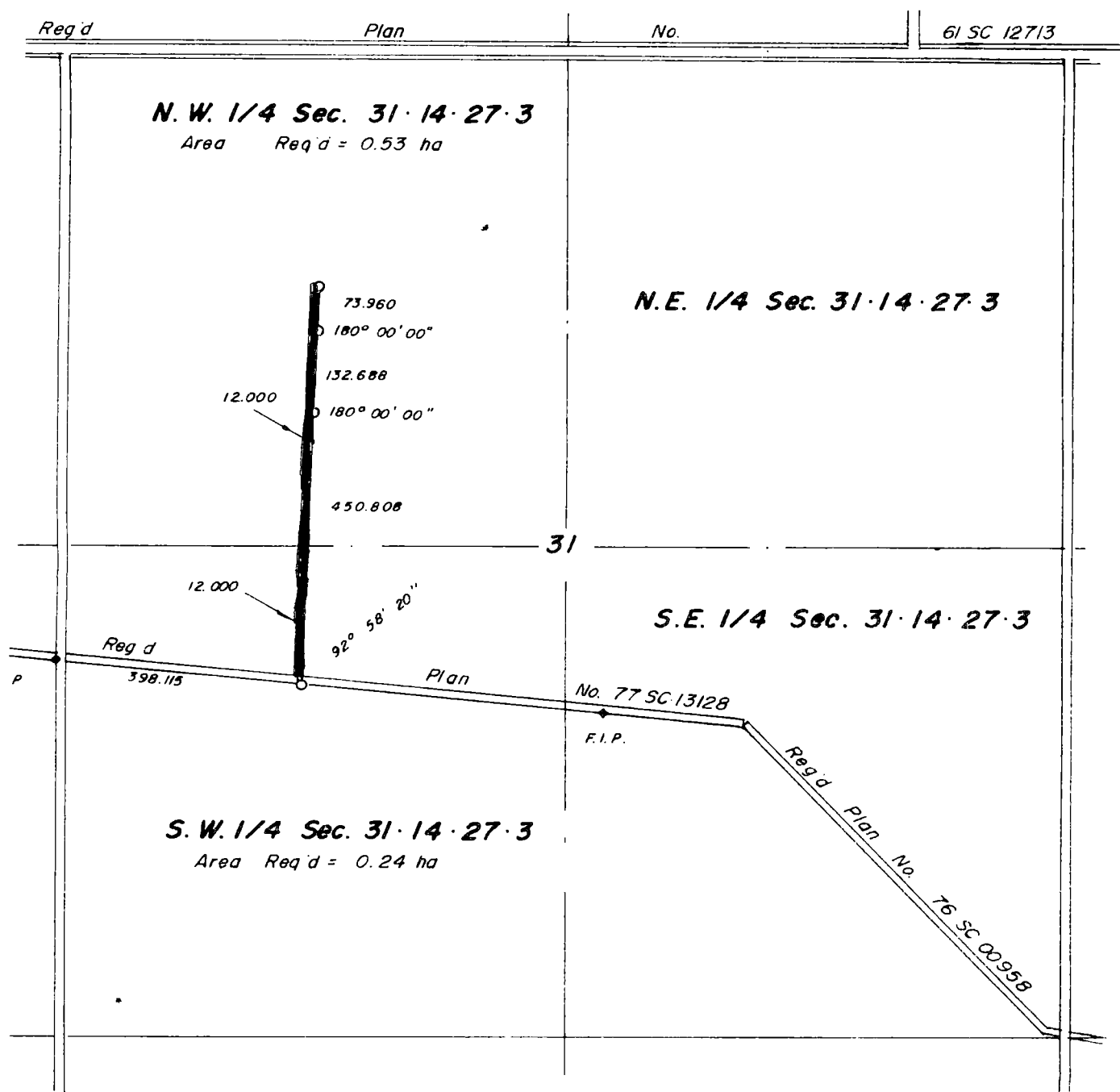
Geo. A. Munro

Sd A.L.S.
Geo. Munro and Assoc. Ltd.

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus: ●

Monuments found shown thus O

Portion referred to colored

Title No.

Date: Sept. 19 /78

Certified Correct

Geo. A. Munro
Sd A. L. S.

Geo. Munro and Assoc. Ltd.

Easement

I, WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in, all that certain tract of land more particularly described as follows, namely:

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan as described in Certificate of Title, No. 73-SC-14148(a) registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of -----Ten Dollars-----(\$10.00)----- Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of ---Two Hundred----- Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per: [Signature]
VICE PRESIDENT

per: [Signature]
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September
A.D. 1978.

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____ of the _____
of _____ in the Province of Saskatchewan
make oath and say:

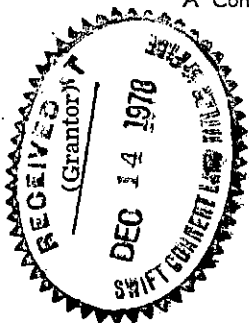
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____.

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of the City _____
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ _____
Alberta, Landman _____, make oath and say:

1. That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September A.D. 1978.

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of
Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

81 - SC — 12266

Fees		Inst. <u>Power</u>	
Total Fees <u>7.00</u>		From <u>Lozika Resources Ltd</u>	
Amt. Rec'd <u>32.00</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>SE24-14-28W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>1350-14149.</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Cert. Copy	1
		Notices <u>req'd on loan</u>	1

Remarks:

Amie

Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,

at Swift Current, Saskatchewan

October 26, 19 81

Re E¹/₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

Regina, Sask.

and dated October 19th 19 81, wherein he claims

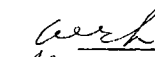
an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 19 81
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____


Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST XX by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81 .

Thomas M. Brock

Thomas M. Brock

chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Thomas M. Brock

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. J. Matovich

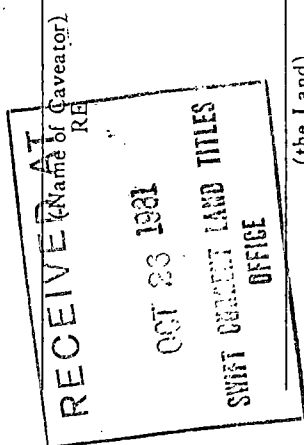
A Commissioner For Oaths
Without the Province of Saskatchewan.

My APPOINTMENT Expires December 31, 1986

Thomas M. Brock
A.J. MATOVICH

Dated A.D. 19

81SC12266



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 81SC12266
W. R. Theobald Registrar
S.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

wa **89SC22828**

FEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>W. L. L. L. L.</i> From <i>Acct</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *85-6898, 73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	<i>2</i>

Remarks:

W Initials

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ ^{XX} and an estate by virtue of an Easement
dated October 28, 1989 between William Hagel as Grantor and the Caveator
as Grantee.

IN THE FOLLOWING LAND, that is to say; _ _ _

The South West Quarter of Section Thirty One (31), in Township
Fourteen (14), in Range Twenty Seven (27), West of the Third
Meridian, in the Province of Saskatchewan, containing One Hundred
and Sixty (160) Acres More or Less.
Minerals in the Crown.

The North East Quarter of Section Twenty Four (24), in Township
Fourteen (14), in Range Twenty Eight (28), West of the Third
Meridian, in the Province of Saskatchewan, in the Dominion of
Canada, containing One Hundred and Sixty (160) Acres, More or Less,
According to Dominion Government Survey Thereof,
EXCEPTING: Out of the said North East Quarter, Four and Sixty Four
Hundredths, (4.64) Acres, More or Less, Taken for a Right of Way of
The Canadian Pacific Railway as shown on a Plan of Record in the Land
Titles Office for the Swift Current Land Registration District as No.
BU 6666,
Minerals in the Crown.

of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document.

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ COSEKA RESOURCES LIMITED

of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ ^{XX} and an estate by virtue of an Easement
dated October 28, 1989 between William Hagel

being lands described in Certificate of Title, 85SC06898 & 73-SC-14149

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

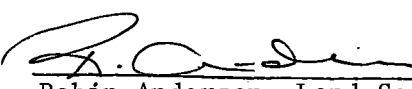
and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

Attached
Part of Title

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

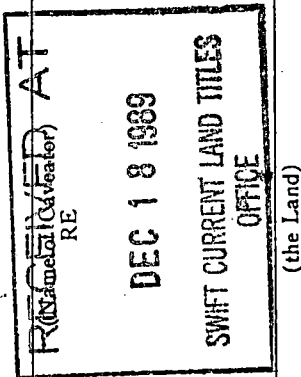
SWORN before me at the City
of Calgary
in the Province of Alberta
this 11th day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

89SC22828

Dated A.D. 19



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 895622828

Registrar
S.C.L.R.D.

**SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET**

89SC22839

FEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Levent</i> From <i>Roseka</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *no* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

W Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED (Copy of surface lease is attached hereto)

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of SIX HUNDRED FIFTEEN Dollars (\$615.00) by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.
2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be TWO THOUSAND NINETY EIGHT Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.
3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of the day and year first above written.

WITNESS

PHILIP GAZDAG

(Lessor)

WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: James M. BrockPer: Robert J. Jones

_____, wife of the above (or within) named _____
do hereby declare that I have executed this lease for the purpose, -
of relinquishing all my rights in said homestead in favour of _____
in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ of _____
in the _____ of _____ do hereby certify that I have examined the
within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her
own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing
her rights in the homestead in favour of _____
in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights
in said homestead were.
I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am
not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

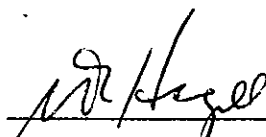
DATED at _____, in the Province of Saskatchewan this _____ day of _____
A.D., 19 _____

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

- I am the Lessor named in the within lease, and I say that no part of the land described in the said lease
is my homestead, or has been my homestead at any time.
- or -
~~I am the Lessor named in the within lease, and I say that I have no wife~~
- or -
~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not
resided therein at any time since our marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**
in the Province of Saskatchewan, this
6 day of **November**
A.D., 19 **89**



WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan
My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, **LAND AGENT**, make oath and say:

- That I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute
the same for the purpose named therein.
- That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and
that I am the subscribing witness thereto.
- That I know the said **WILLIAM HAGEL** and he is in my
belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, this
8 day of **November**
A.D., 19 **89**



Philip Gazdag

A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 6 DAY OF November 1989.

[Signature]

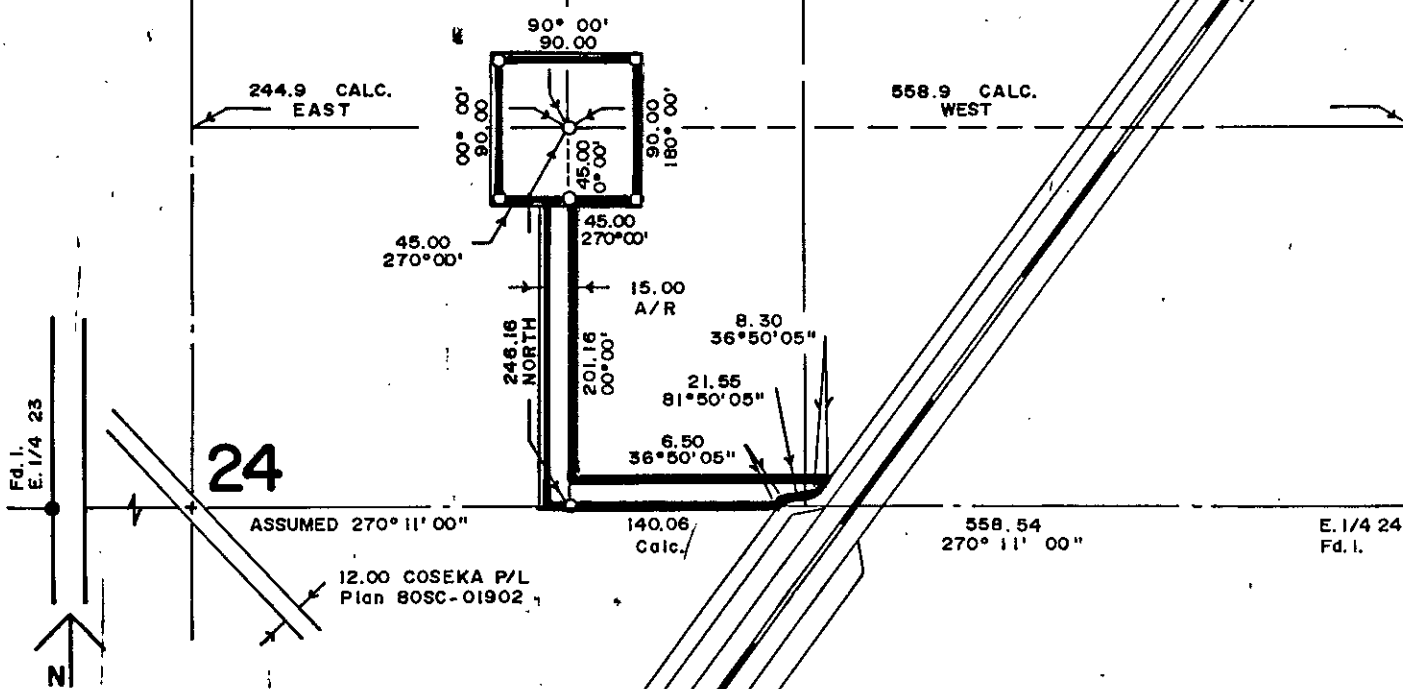
559.0 CALC. SOUTH

[Signature]
WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666

LS 15 LS 16
LS 10 LS 9

10.06 A/R TO
COSEKA 7-24



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.

[Signature]
W. H. JONES SLS

[Signature]
Witness

AREAS	ha	Ac
Well Site	0.810	2.00
Access Road	0.536	1.32
TOTAL	1.346	3.32

WELL SITE
CORNER ELEVATIONS
NE · 742.04
SE · 742.46
SW · 742.19
NW · 741.99

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus
Distances are in metres and decimals thereof.

REVISION

SURFACE LEASE

This lease made in triplicate this 28 day of OCTOBER, 19 89 *mf*

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
COSEKA RESOURCES LIMITED and CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24) in Township FOURTEEN (14)
Range TWENTY EIGHT (28) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of THREE THOUSAND FOUR HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage ONE THOUSAND FIVE HUNDRED
(\$ 1,500.00.....)

(ii) Rent ONE THOUSAND NINE HUNDRED SEVENTY FIVE
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *mf*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Connection therewith to be filed in compliance with the said Act.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM H

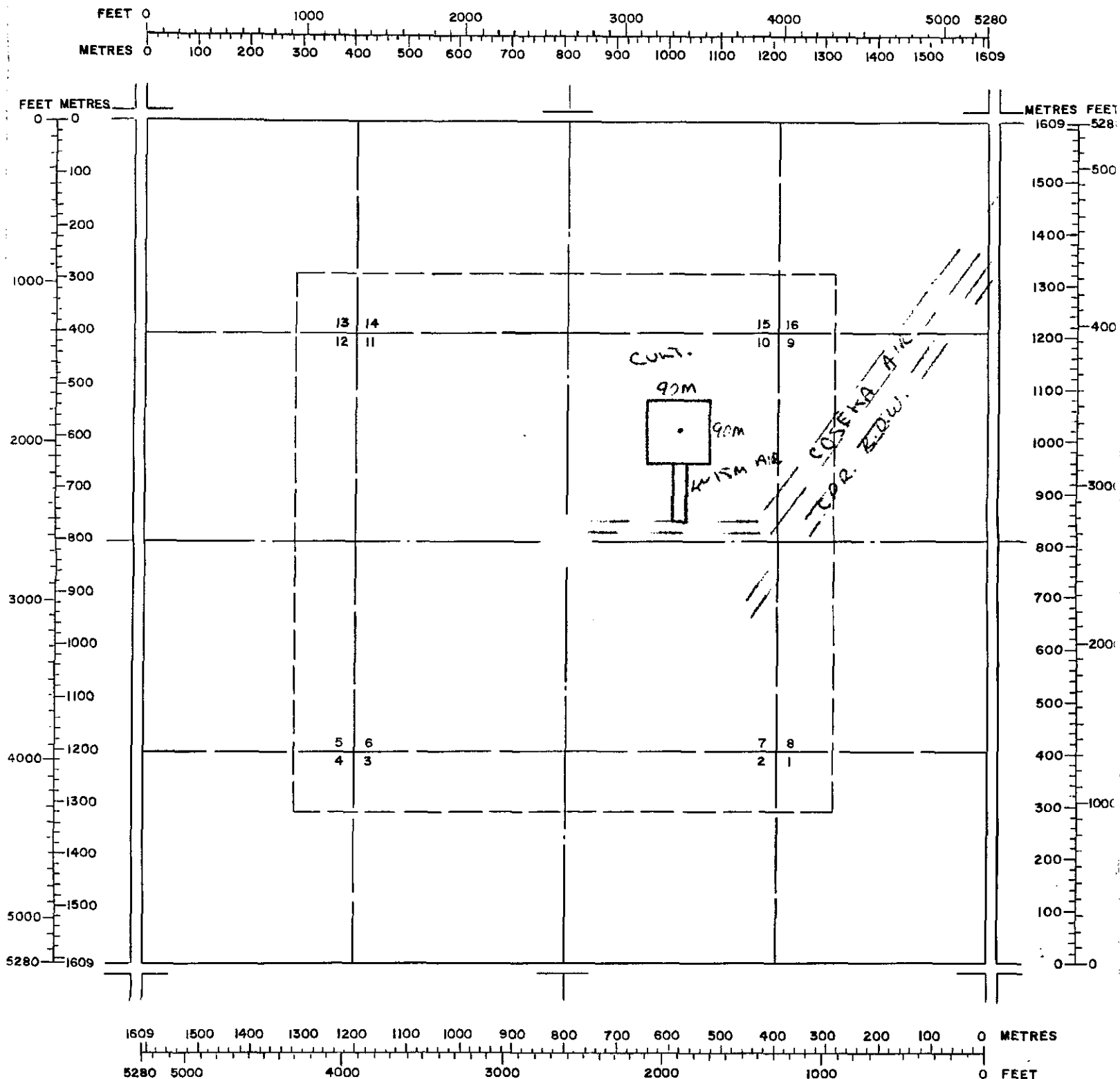
FILE NO. : 89-0615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

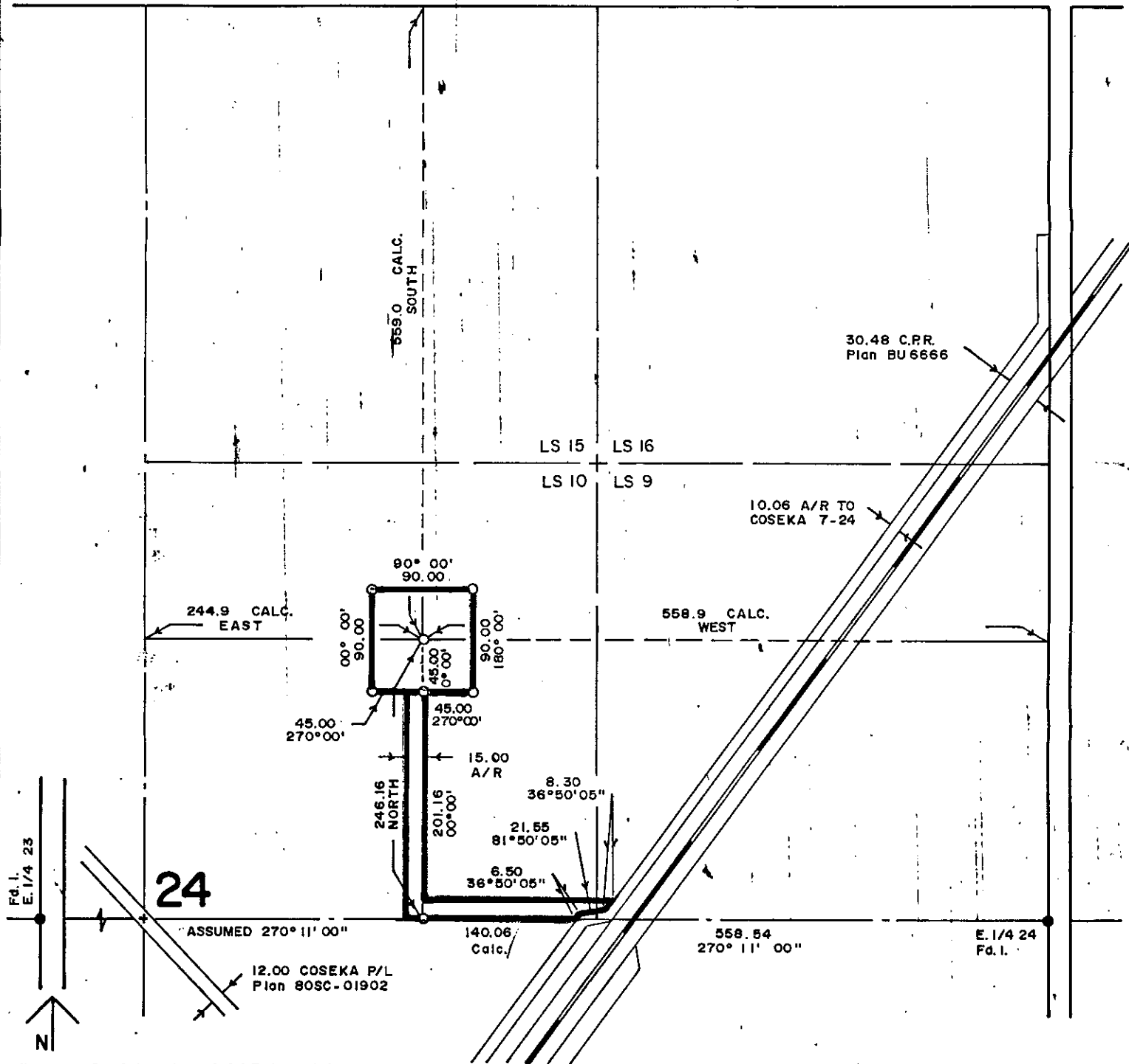
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

————— DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1989.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W.3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE · 742.04
TOTAL	1.346	3.32	SE · 742.46
			SW · 742.19
			NW · 741.99

W. H. JONES

SLS

Witness

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus _____
Distances are in metres and decimals thereof.

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked *Day* Date 1/11/89

REVISION

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ... wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Brach

Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel

WILLIAM HAGEL

CERTIFICATE

I, ... Judge of the District Court for (or as the case may be), do hereby certify that I have examined wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ..., of,
in the Province of Saskatchewan, ..., make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we), of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this
day of A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

PHILIP GAIDAG

MEDICINE HAT

I, ..., of
in the Province of
make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

DISTRICT OF GOLDEN PRAIRIE

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

WILLIAM HAGEL

3. THAT I know the said
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at **CITY OF MEDICINE HAT**
ALBERTA

In the Province of Saskatchewan, this **30**
October

day of A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan **WITHOUT**

My Appointment Expires December 31st, 19 **90**

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, ..., of
in the Province of Saskatchewan, ..., make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~1. I am the Lessor named in the within lease, and I say that I have no wife.~~

~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at **28**

In the Province of Saskatchewan, this **October**

day of A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

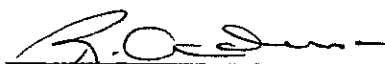
Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

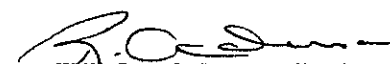
being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached
Part of T

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

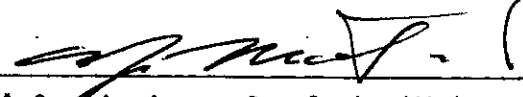
in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

A.D. 19

Dated

(Name of Caveator)

RECEIVED AT

DEC 18 1989

SWIFT CURRENT LAND TITLES

(the OFFICE)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Titles
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec.

A.D. 1989 as Number 195622839

Registrar
S.C.L.R.D.

89SC22839



92 - SC — 11065

Fees		Inst. <u>Law.</u>	
Total Fees _____		From <u>N.C.O.</u>	
Amt. Rec'd <u>rec'd</u>		Address <u>Calgary</u>	
Balance _____		Their Reference _____	
Is Dup. C. of T. with Instrument? <u>No</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? _____ Titles Affected <u>90SC00052</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	✓
		Cert. Copy	
		Notices	✓

Remarks:

EF Initials

FILE: 25976

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR OF the Swift Current Land Registration District

TAKE NOTICE THAT we, Coseka Resources Limited, of the City of Calgary, in the Province of Alberta,

CLAIMING AN INTEREST by virtue of a Saskatchewan Surface Lease dated September 16, 1992 between William Hagel, as Lessor, and Coseka Resources Limited, as Lessee,

IN THE FOLLOWING LAND, that is to say:

The North East Quarter of said Section Twenty-four (24), in Township Fourteen (14), Range Twenty-eight (28), West of the Third Meridian, in the Province of Saskatchewan, containing 160 acres, except 4.64 acres for Canadian Pacific Railway Right of Way on Plan BU 6666.

Excepting thereout all Mines and Minerals.

as more particularly described in Certificate of Title #90-SC-00052 and standing in the register in the name of William Hagel and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be expressed to be subject to our claim.

MY ADDRESS is:

700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

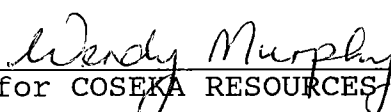
and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
c/o NORTH CANADIAN OILS LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

as the place at which notices and proceedings relating hereto may be served.

DATED the 30th day of September A.D., 1992


agent for COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Wendy Murphy, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

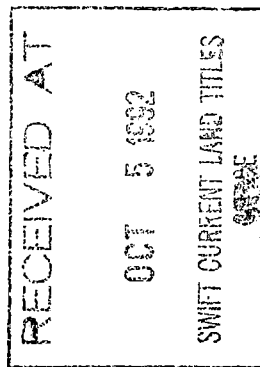
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 30th day of September A.D., 1992

Wendy Murphy
WENDY MURPHY

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 5 day of Oct.
A.D. 1992, as Number 92SC11065
Carroll Harris act
Registrar
P.A.L.R.D.

92SC11065



92 - SC — 13087

Fees		Inst. <u>Ca Law.</u>	
Total Fees _____		From <u>N.R.D.</u>	
Amt. Rec'd <u>sent</u>		Address <u>Kelly org</u>	
Balance _____		Their Reference _____	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? _____ Titles Affected <u>73 SC14148, 90SC00052</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	✓
		Cert. Copy	
		Notices	
			✓

Remarks:

_____ Initials

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement and Right of Way Agreement dated October 20, 1992 between WILLIAM HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres more or less according to Dominion Government Survey thereof. EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more or less taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716. As more particularly described in Certificate of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty Four (24), Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the North East Quarter 4.64 acres and out of the South East Quarter, 8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666. MINERALS IN THE CROWN. As more particularly described in Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Rhonda Cardinal

Agent for: COSEKA RESOURCES LIMITED

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

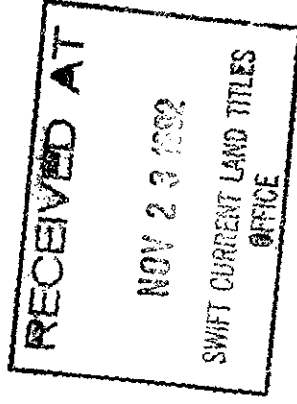
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087

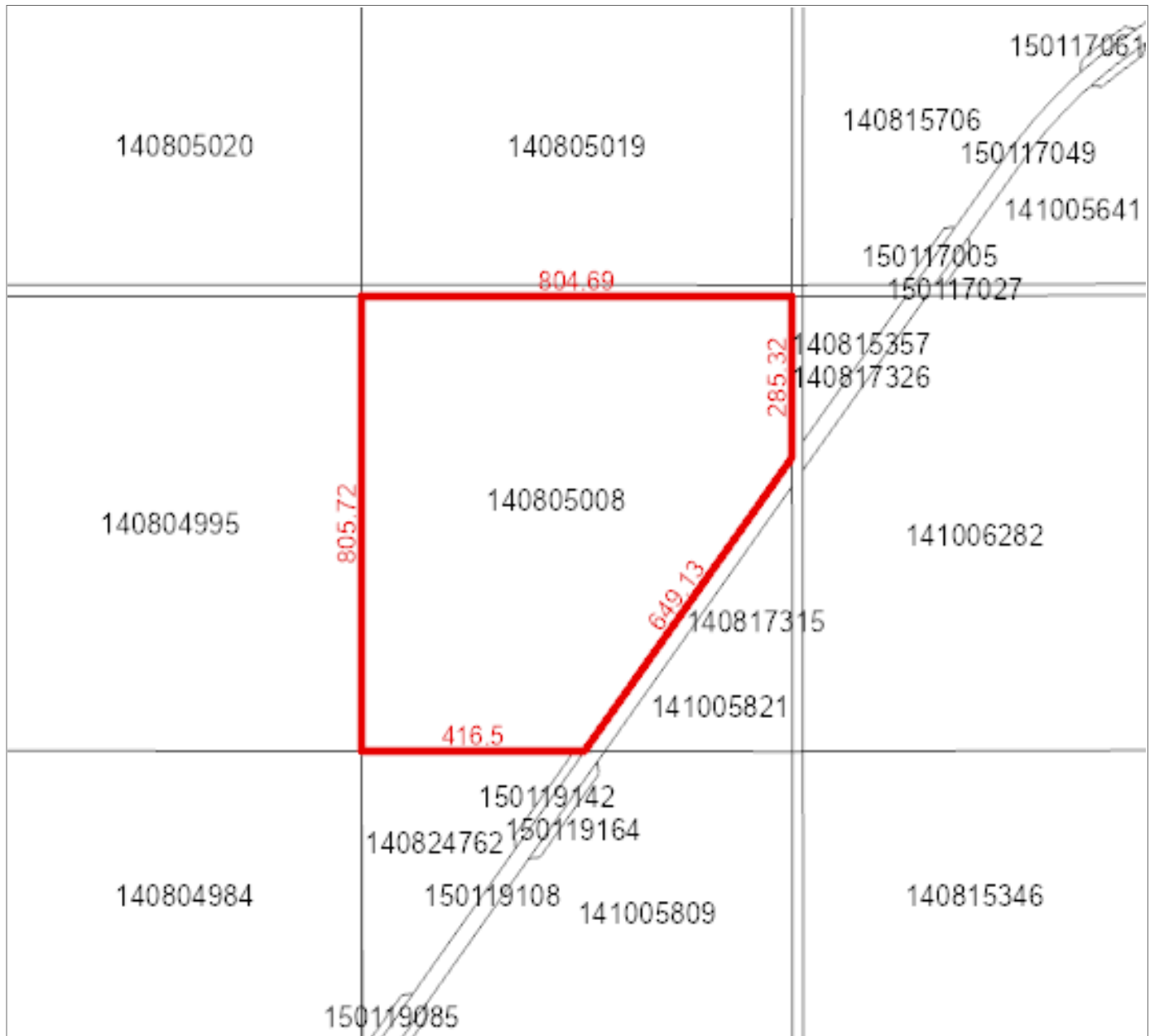


I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1902 as Number 92SC13087
P. Karpynski
Registrar



Surface Parcel Number: 140805008

REQUEST DATE: Mon Jan 26 10:20:58 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF ENTERPRISE NO. 142

Area : 54.745 hectares (135.28 acres)

Title Number(s) : 152733731

Converted Title Number : 90SC00052

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : NE 24-14-28-3 Ext 1

Source Quarter Section : NE-24-14-28-3

Commodity/Unit : Not Applicable

Province of Saskatchewan Land Titles Registry Title

Title #: 152733742

Title Status: Active

Parcel Type: Surface

Parcel Value: \$115,500.00 CAD

Title Value: \$115,500.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909863

As of: 26 Jan 2026 10:23:16

Last Amendment Date: 09 Mar 2020 14:05:49.296

Issued: 09 Mar 2020 14:05:48.813

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005821

Reference Land Description: NE Sec 24 Twp 14 Rge 28 W 3 Extension 2
As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429427

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

830-1 Calgary PI

Calgary, Alberta, Canada T2P 0L4

Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:

187429438

CNV Caveat

Value: N/A

Reg'd: 26 Oct 1981 00:20:27

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

MLT Aikins LLP #1500-1874 Scarth Street

Regina, Saskatchewan, Canada S4P 4E9

Client #: 108454169

Int. Register #: 106757163

Converted Instrument #: 81SC12266

Interest #:
187429449

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757174
Converted Instrument #: 89SC22828

Interest #:
187429450

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429472

CNV Caveat

Value: N/A
Reg'd: 05 Oct 1992 00:18:26
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

NE

Holder:

Coseka Resources Limited
Attn: Land Administration, North Canadian Oils Limited, 600 North Canadian
Oils Bldg 2500 Victoria Ave
Regina, Saskatchewan, Canada S4P 3X2
Client #: 111551509

Int. Register #: 106757196
Converted Instrument #: 92SC11065

Interest #:
187429461

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208

Converted Instrument #: 92SC13087

Addresses for Service:**Name****Address****Owner:**

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140805008 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to above Addressee? No

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title	General Register		Type	Quantity
	<u>clear</u>		Abstract	}
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	

Remarks:

ed Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

WESTERN LAND Services Co. Ltd.

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

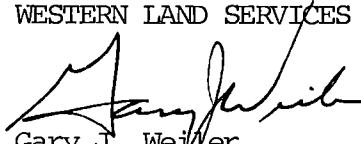
1. W $\frac{1}{2}$ 24-14-28-W3M.
2. N $\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, S $\frac{1}{2}$, NE $\frac{1}{4}$ Lsd 1, S $\frac{1}{2}$, NW $\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and SW $\frac{1}{4}$ 14-14-27-W3M.
4. NW $\frac{1}{4}$ 31, SW $\frac{1}{4}$ 31, 14-27-W3M, E $\frac{1}{2}$ 24-14-28-W3M, NE $\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

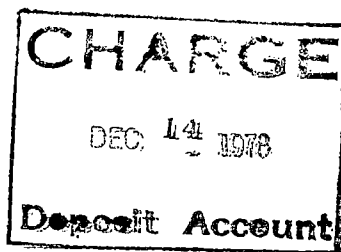
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

[Signature]

OCCUPANT OR OWNER:

[Signature]

Sec. Twp. Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.

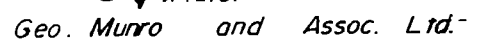
NORTH

<u>WEST</u>		13		14		15		16		<u>EAST</u>	
		12		11		10		9			
<u>WEST</u>		5		6		7		8		<u>EAST</u>	
		4		3		2		1			

SOUTH

Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

SCALE 1 IN = 400 FT

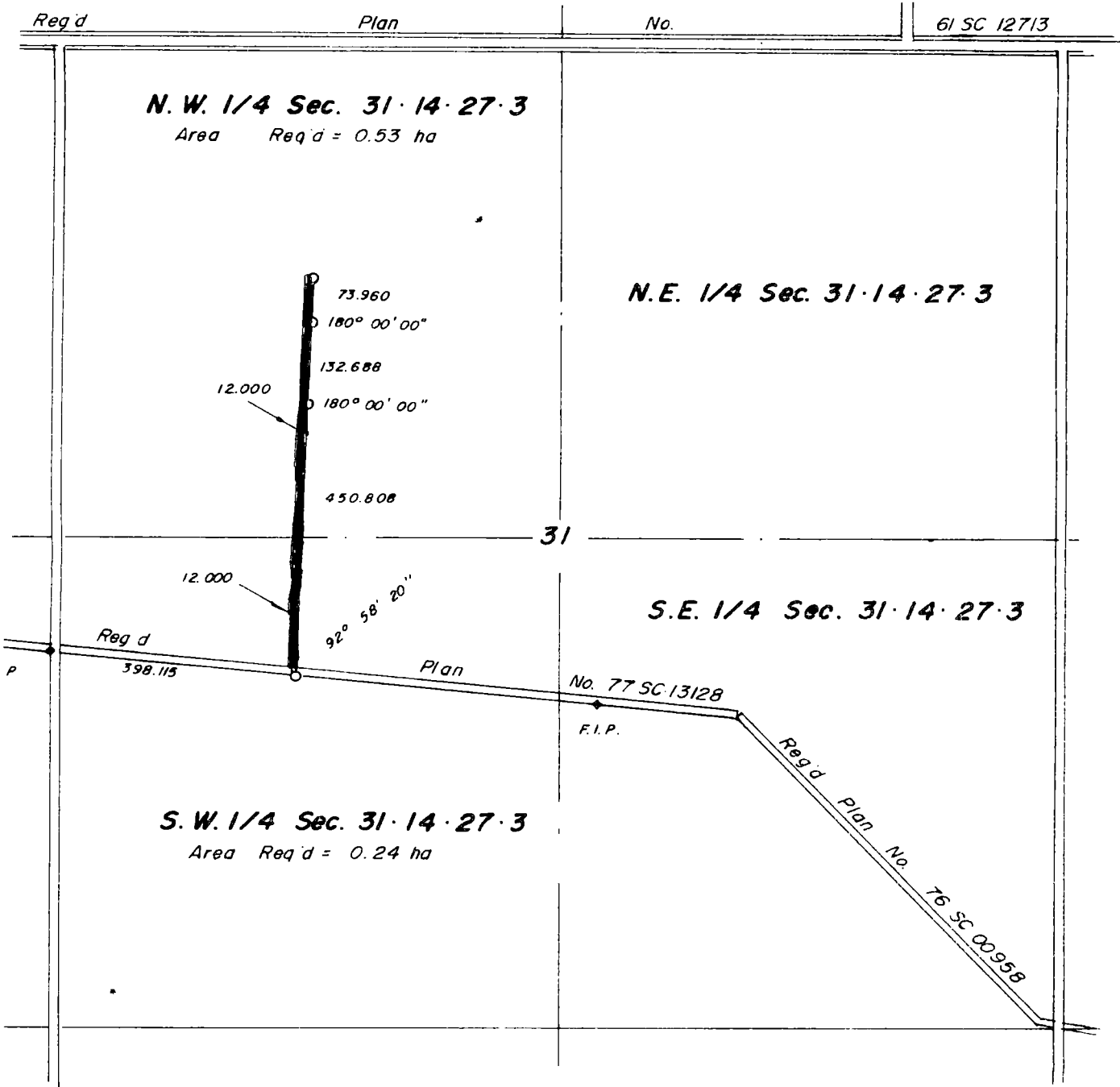


CIM12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Title No.

Date: Sept. 19 /78

Legend

- Monuments found shown thus •
- Monuments found shown thus ○
- Portion referred to colored

Certified Correct

Geo. A. Munro
S.A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

I, WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in, all that certain tract of land more particularly described as follows, namely:

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
 ✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
 Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
 ✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
 ✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
 Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
 ✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
 Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan as described in Certificate of Title, No. 73-SC-14148(a) registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of -----Ten Dollars-----(\$10.00)----- Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of ---Two Hundred----- Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

[Signature]
VICE PRESIDENT

per:

[Signature]
VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September
A.D. 1978.

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____ of the _____
of _____ in the Province of Saskatchewan
make oath and say:

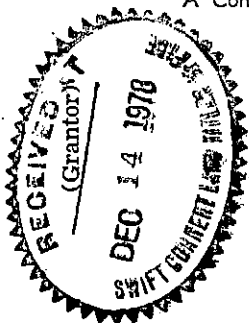
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____.

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of the City _____
of Medicine Hat in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

1. That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September A.D. 1978.

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

81 - SC — 12266

Fees		Inst. <u>Power</u>	
Total Fees <u>7.00</u>		From <u>Lozika Resources Ltd</u>	
Amt. Rec'd <u>32.00</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>SE24-14-28W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>1350-14149.</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Cert. Copy	1
		Notices <u>req'd on power</u>	1

Remarks:

Amie

Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,

at Swift Current, Saskatchewan

October 26, 19 81

Re E¹/₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,
Regina, Sask.

and dated October 19th 19 81, wherein he claims

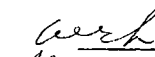
an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 19 81
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____


Registrar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST XX by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81 .

Thomas M. Brock

Thomas M. Brock

chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Thomas M. Brock

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. J. Matovich

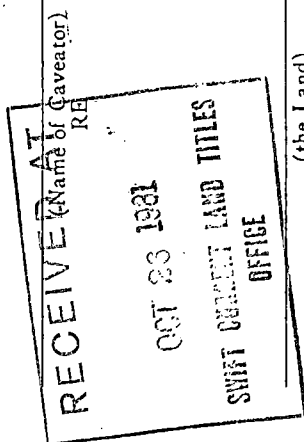
A Commissioner For Oaths
Without the Province of Saskatchewan.

My APPOINTMENT Expires December 31, 1986

Thomas M. Brock
A.J. MATOVICH

Dated A.D. 19

81SC12266



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 81SC12266
W. R. Theobald Registrar
A.C.L.R.O.

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

wa **89SC22828**

FEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>W. L. L. L.</i> From <i>Acct</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *No* In Office? Being Returned to above Addressee?
 Is Instrument Registrable? Titles Affected *85-6898, 73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
			Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	<i>2</i>

Remarks:

W Initials

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ ^{XX} and an estate by virtue of an Easement
dated October 28, 1989 between William Hagel as Grantor and the Caveator
as Grantee.

IN THE FOLLOWING LAND, that is to say; _ _ _

The South West Quarter of Section Thirty One (31), in Township
Fourteen (14), in Range Twenty Seven (27), West of the Third
Meridian, in the Province of Saskatchewan, containing One Hundred
and Sixty (160) Acres More or Less.
Minerals in the Crown.

The North East Quarter of Section Twenty Four (24), in Township
Fourteen (14), in Range Twenty Eight (28), West of the Third
Meridian, in the Province of Saskatchewan, in the Dominion of
Canada, containing One Hundred and Sixty (160) Acres, More or Less,
According to Dominion Government Survey Thereof,
EXCEPTING: Out of the said North East Quarter, Four and Sixty Four
Hundredths, (4.64) Acres, More or Less, Taken for a Right of Way of
The Canadian Pacific Railway as shown on a Plan of Record in the Land
Titles Office for the Swift Current Land Registration District as No.
BU 6666,
Minerals in the Crown.

of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document.

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that ~~X~~ COSEKA RESOURCES LIMITED

of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~ ^{XX} and an estate by virtue of an Easement
dated October 28, 1989 between William Hagel

being lands described in Certificate of Title, 85SC06898 & 73-SC-14149

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

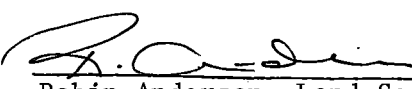
and my address for service of notices and processes in Saskatchewan is

c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 11th day of December

A.D. 1989

COSEKA RESOURCES LIMITED, as
Agent for the Caveator


Robin Anderson, Land Secretary

Attached
Part of Title

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

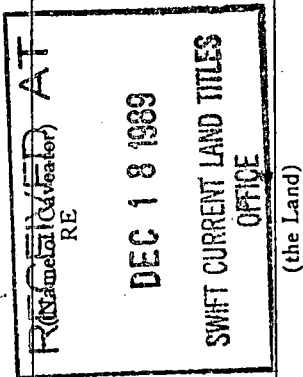
SWORN before me at the City
of Calgary
in the Province of Alberta
this 11th day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

89SC22828

Dated A.D. 19



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of

Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 895622828

Registrar
S.C.L.R.D.

**SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET**

89SC22839

FEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Levent</i> From <i>Roseka</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *no* In Office? Being Returned to above Addressee?

Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

W Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED (Copy of surface lease is attached hereto)

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of SIX HUNDRED FIFTEEN Dollars (\$615.00) by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.
2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be TWO THOUSAND NINETY EIGHT Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.
3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of the day and year first above written.

WITNESS

PHILIP GAZDAG

(Lessor)

WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: James M. BrockPer: Robert J. Jones

_____, wife of the above (or within) named _____
do hereby declare that I have executed this lease for the purpose, -
of relinquishing all my rights in said homestead in favour of _____
in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ of _____
in the _____ of _____ do hereby certify that I have examined the
within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her
own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing
her rights in the homestead in favour of _____
in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights
in said homestead were.
I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am
not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

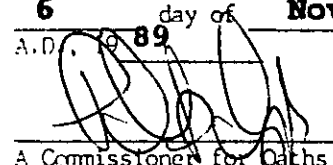
DATED at _____, in the Province of Saskatchewan this _____ day of _____
A.D., 19 _____

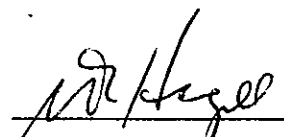
DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

- I am the Lessor named in the within lease, and I say that no part of the land described in the said lease
is my homestead, or has been my homestead at any time.
- or -
~~I am the Lessor named in the within lease, and I say that I have no wife~~
- or -
~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not
resided therein at any time since our marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**
in the Province of Saskatchewan, this
6 day of **November**
A.D., 19 **89**


A Commissioner for Oaths in and for the
Province of Saskatchewan
My Appointment Expires Dec. 31st, 19 _____

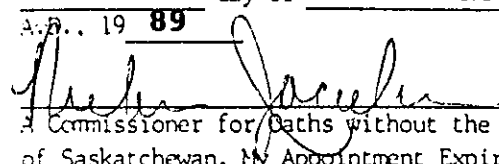

WILLIAM HAGEL

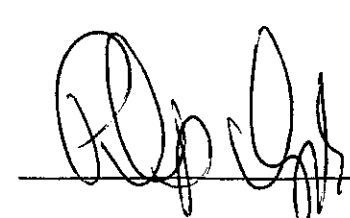
CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, **LAND AGENT**, make oath and say:

- That I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute
the same for the purpose named therein.
- That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and
that I am the subscribing witness thereto.
- That I know the said **WILLIAM HAGEL** and he is in my
belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**
in the Province of ~~SASKATCHEWAN~~ **ALBERTA**, this
8 day of **November**
A.D., 19 **89**


A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**



I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 6 DAY OF November 1989.

[Signature]

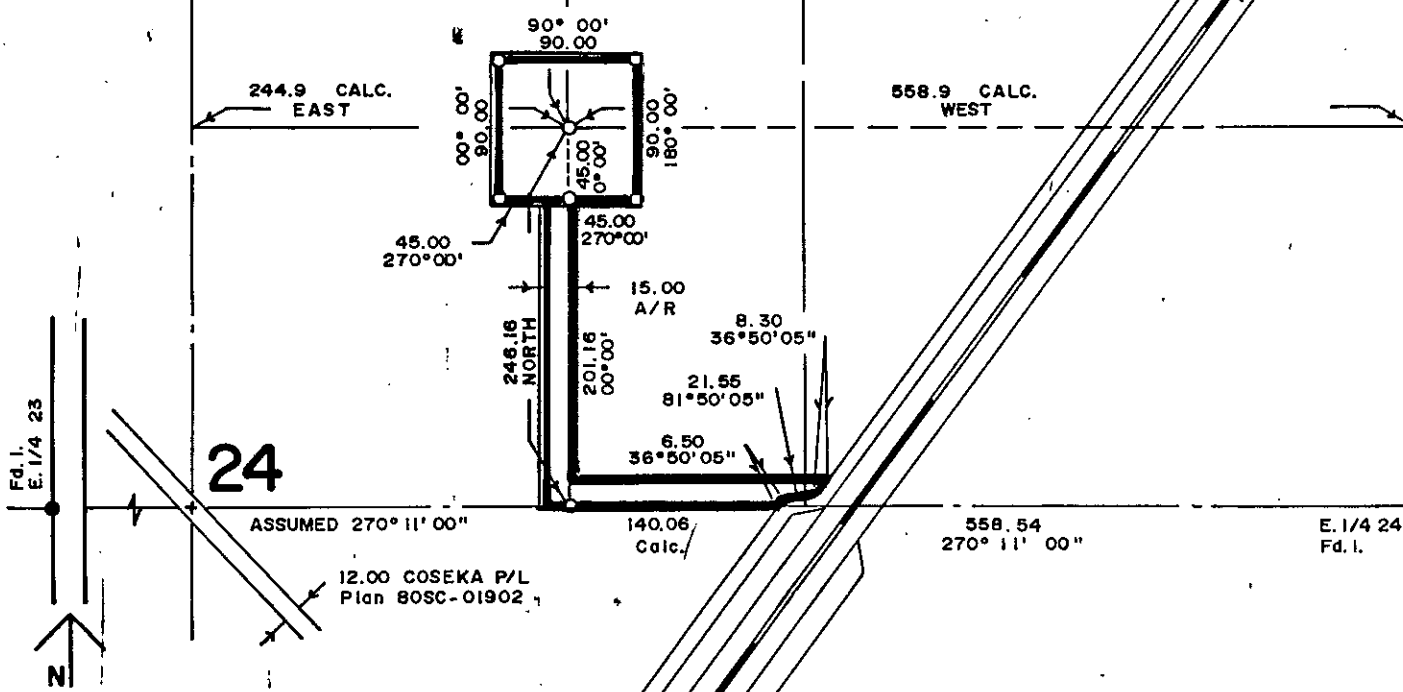
559.0 CALC. SOUTH

[Signature]
WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666

LS 15 LS 16
LS 10 LS 9

10.06 A/R TO
COSEKA 7-24



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.

[Signature]
W. H. JONES SLS

[Signature]
Witness

AREAS	ha	Ac
Well Site	0.810	2.00
Access Road	0.536	1.32
TOTAL	1.346	3.32

WELL SITE
CORNER ELEVATIONS
NE · 742.04
SE · 742.46
SW · 742.19
NW · 741.99

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus _____
Distances are in metres and decimals thereof.

REVISION

SURFACE LEASE

This lease made in triplicate this 28 day of OCTOBER, 19 89 *mf*

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
COSEKA RESOURCES LIMITED and CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24) in Township FOURTEEN (14)
Range TWENTY EIGHT (28) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of THREE THOUSAND FOUR HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage ONE THOUSAND FIVE HUNDRED
(\$ 1,500.00.....)

(ii) Rent ONE THOUSAND NINE HUNDRED SEVENTY FIVE
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *mf*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Connection therewith to be filed in compliance with the Act.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM H

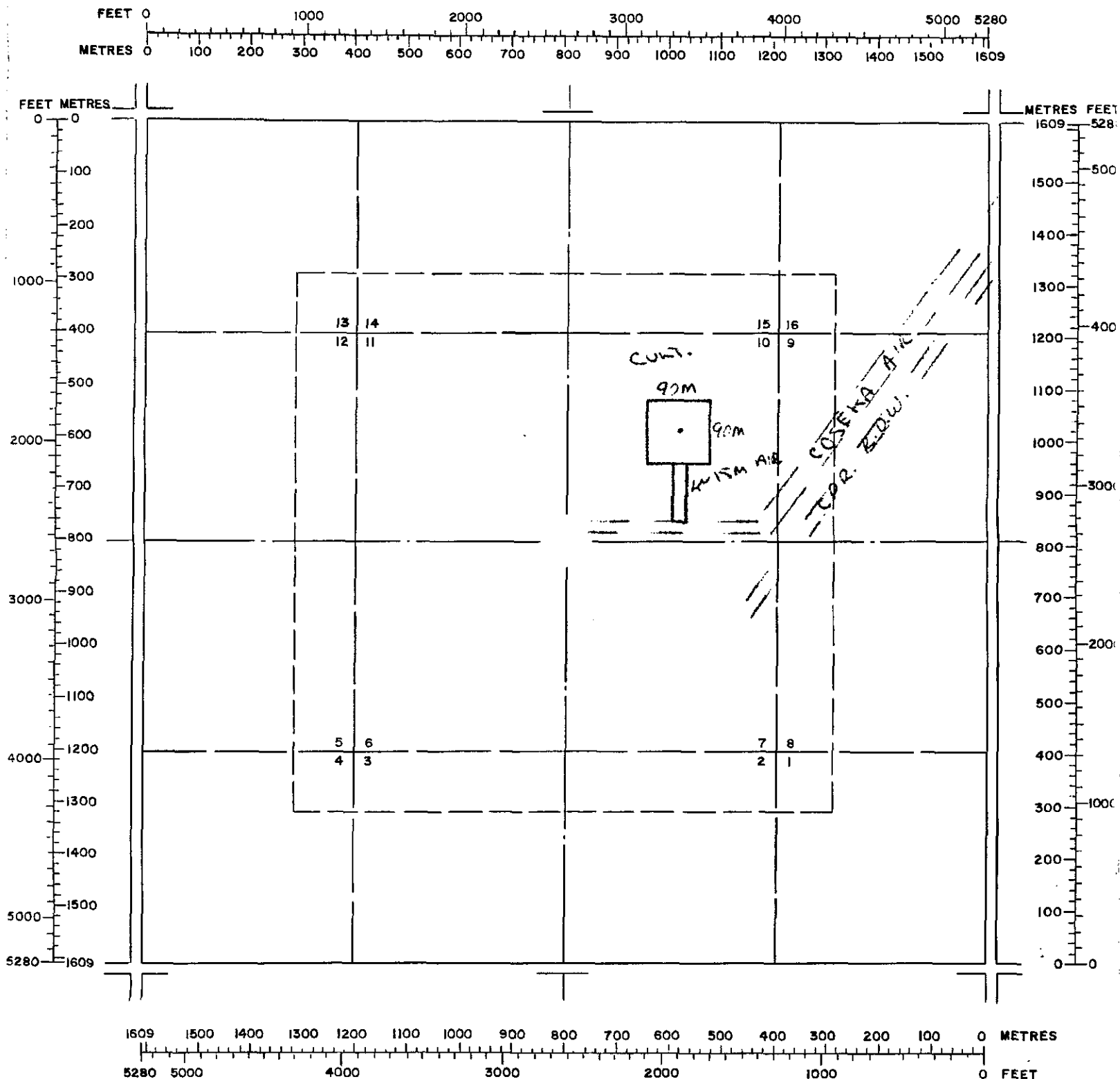
FILE NO. : 89-0615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

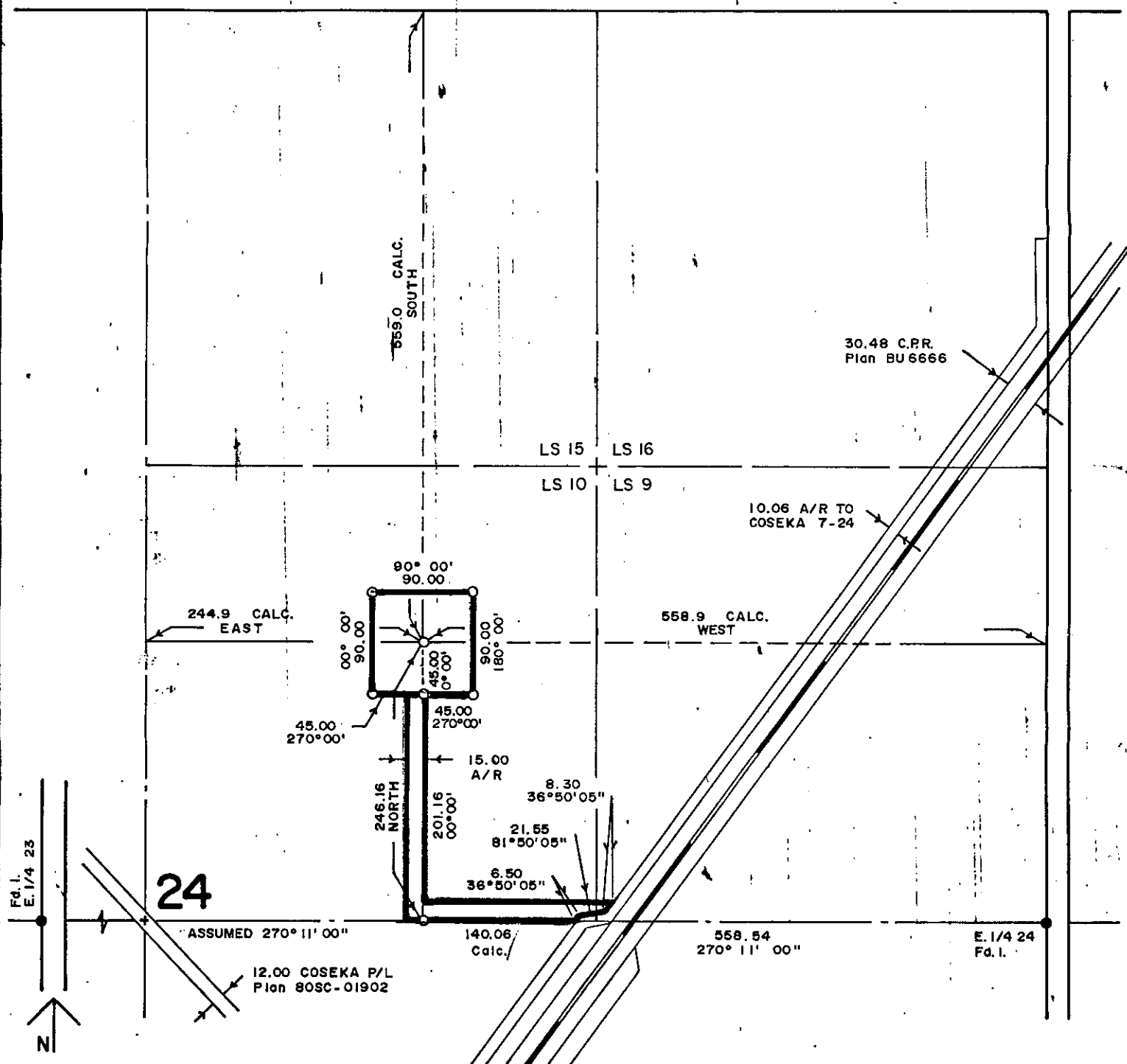
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

— — — — — DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1989.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W.3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE · 742.04
TOTAL	1.346	3.32	SE · 742.46
			SW · 742.19
			NW · 741.99

W. H. JONES

SLS

Witness

LEGEND

Survey monument found shown thus
30cm Iron Spike planted shown thus
Portions referred to shown thus
Distances are in metres and decimals thereof.

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked *Day* Date 1/11/89

REVISION

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ..., wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Brach

Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel
WILLIAM HAGEL

CERTIFICATE

I, ..., Judge of the District Court for, (or as the case may be), do hereby certify that I have examined, wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ..., of
in the Province of Saskatchewan, ..., make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we), of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.

19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this

day of, A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

PHILIP GAIDAG

MEDICINE HAT

I, ..., of
in the Province of ~~ALBERTA~~ **ALBERTA**, ... **LAND AGENT**
make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

DISTRICT OF GOLDEN PRAIRIE

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

WILLIAM HAGEL

3. THAT I know the said
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at ~~ALBERTA~~ **CITY OF MEDICINE HAT**
~~XXXXXX~~ **30**

In the Province of Saskatchewan, this **89**

day of ~~October~~ **October**, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan **WITHOUT**

My Appointment Expires December 31st, 19 **90**

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, ..., of
in the Province of Saskatchewan, ..., make oath and say as follows:
(Occupation)

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~I am the Lessor named in the within lease, and I say that I have no wife.~~

~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at **28**

In the Province of Saskatchewan, this **89**

day of ~~October~~ **October**, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

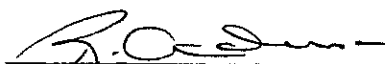
Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

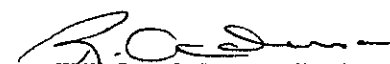
being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached
Part of T

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

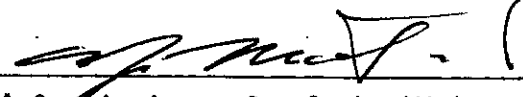
in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989


Robin Anderson


A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

A.D. 19

Dated

(Name of Caveator)

RECEIVED AT

DEC 18 1989

SWIFT CURRENT LAND TITLES

(the OFFICE)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Titles
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 195622839
Caveator's act

Registrar
S.C.L.R.D.

89SC22839



92 - SC — 11065

Fees		Inst. <u>Law</u>	
Total Fees _____		From <u>N.E.O.</u>	
Amt. Rec'd <u>rec'd</u>		Address <u>Calgary</u>	
Balance _____		Their Reference _____	
Is Dup. C. of T. with Instrument? <u>No</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? _____ Titles Affected <u>90SC00052</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	✓
		Cert. Copy	
		Notices	✓

Remarks:

EF Initials

FILE: 25976

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR OF the Swift Current Land Registration District

TAKE NOTICE THAT we, Coseka Resources Limited, of the City of Calgary, in the Province of Alberta,

CLAIMING AN INTEREST by virtue of a Saskatchewan Surface Lease dated September 16, 1992 between William Hagel, as Lessor, and Coseka Resources Limited, as Lessee,

IN THE FOLLOWING LAND, that is to say:

The North East Quarter of said Section Twenty-four (24), in Township Fourteen (14), Range Twenty-eight (28), West of the Third Meridian, in the Province of Saskatchewan, containing 160 acres, except 4.64 acres for Canadian Pacific Railway Right of Way on Plan BU 6666.

Excepting thereout all Mines and Minerals.

as more particularly described in Certificate of Title #90-SC-00052 and standing in the register in the name of William Hagel and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be expressed to be subject to our claim.

MY ADDRESS is:

700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

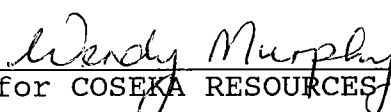
and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
c/o NORTH CANADIAN OILS LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

as the place at which notices and proceedings relating hereto may be served.

DATED the 30th day of September A.D., 1992


agent for COSEKA RESOURCES LIMITED

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, Wendy Murphy, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

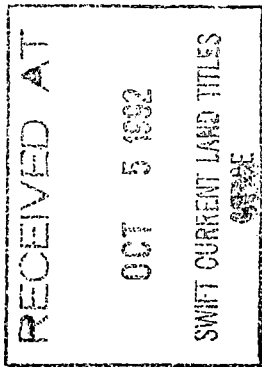
1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 30th day of September A.D., 1992

Wendy Murphy
WENDY MURPHY

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993



I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 5 day of Oct.
A.D. 1992, as Number 92SC11065
Carroll Harris act
Registrar
P.A.L.R.D.

92SC11065



92 - SC — 13087

Fees		Inst. <u>Ca Law.</u>	
Total Fees _____		From <u>N.R.D.</u>	
Amt. Rec'd <u>sent</u>		Address <u>Kelly org</u>	
Balance _____		Their Reference _____	

Is Dup. C. of T. with Instrument? <u>no</u>		In Office? _____		Being Returned to above Addressee? _____	
Is Instrument Registrable? _____		Titles Affected <u>73 SC14148, 90SC00052</u>			

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	✓
			Cert. Copy	
			Notices	✓

Remarks:

_____ Initials

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement and Right of Way Agreement dated October 20, 1992 between WILLIAM HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres more or less according to Dominion Government Survey thereof. EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more or less taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716. As more particularly described in Certificate of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty Four (24), Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the North East Quarter 4.64 acres and out of the South East Quarter, 8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666. MINERALS IN THE CROWN. As more particularly described in Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Rhonda Cardinal

Agent for: COSEKA RESOURCES LIMITED

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

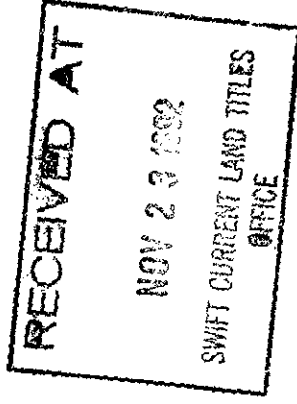
2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087

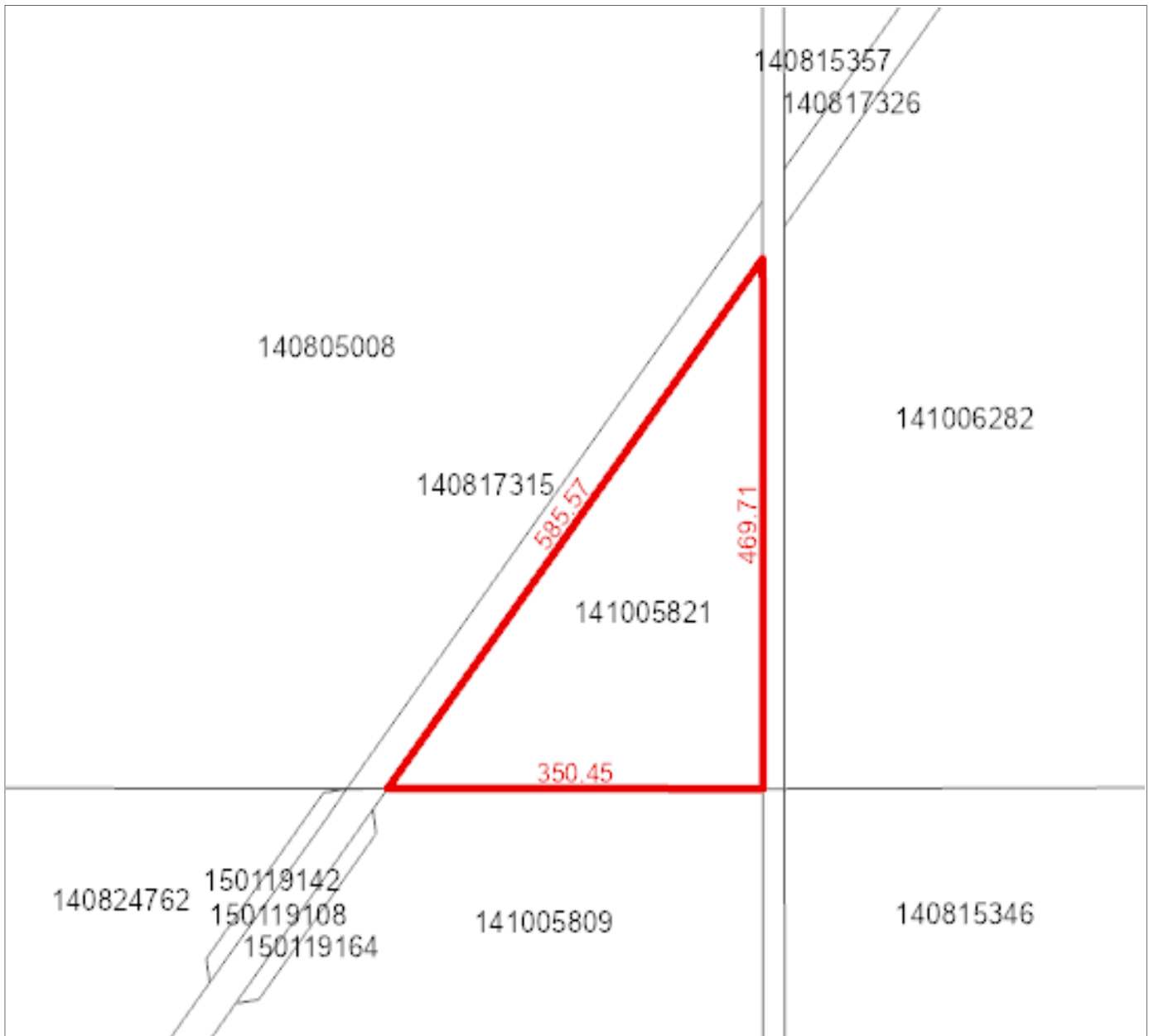


I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1902 as Number 92SC13087
P. Karpynski
Registrar



Surface Parcel Number: 141005821

REQUEST DATE: Mon Jan 26 10:22:49 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF ENTERPRISE NO. 142

Area : 8.23 hectares (20.34 acres)

Title Number(s) : 152733742

Converted Title Number : 90SC00052

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : NE 24-14-28-3 Ext 2

Source Quarter Section : NE-24-14-28-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124100

PID: 2561173



Civic Address:

Legal Location: Qtr NE Sec 24 Tp 14 Rg 28 W 3 Sup 00

Supplementary: EXCEPT: RR
ISC 140805008 (135.28 AC)
ISC 141005821 (20.34 AC)

Title Acres: 155.62

School Division: 211

Neighbourhood: 142-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 15-May-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
3.00	KG - [CULTIVATED GRASS]	Soil association 1	FX - [FOX VALLEY]	Topography	T1 - Level / Nearly Level	\$/ACRE	958.05
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final	25.48
		Soil texture 2		Phy. Factor 1	50% reduction due to SA5 - [50 : Salinity - Severe]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
135.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,749.96
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S2 - Slight	Final	46.54
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

AGRICULTURAL PASTURE LAND

Acres	Land Use	Productivity Determining Factors		Productivity Determining Factors		Ratin	
17.00	NG - [NATIVE GRASS]	Soil association 1	FX - [FOX VALLEY]	Range site	L: LOAMY	\$/ACRE	674.36
		Soil texture 1	CL - [CLAY LOAM]	Pasture Type	N - [Native]		
		Soil texture 2		Pasture Topography	T2: Gentle 3-5% Slopes		
				Grazing water source	DO: Dugout		
				Pasture Tree Cover	NO - [NO]		
				Aum/Acre	0.25		
				Aum/Quarter	40.00		

AGRICULTURAL WASTE LAND

Acres	Waste Type
1	WASTE SLOUGH

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$250,600		1	Other Agricultural	55%	\$137,830				Taxable
Total of Assessed Values:	\$250,600				Total of Taxable/Exempt Values:	\$137,830				

Province of Saskatchewan Land Titles Registry Title

Title #: 152733753
Title Status: Active
Parcel Type: Surface
Parcel Value: \$116,250.00 CAD
Title Value: \$116,250.00 CAD
Converted Title: 90SC00052
Previous Title and/or Abstract #: 119909885

As of: 26 Jan 2026 11:06:38
Last Amendment Date: 09 Mar 2020 14:05:49.860
Issued: 09 Mar 2020 14:05:49.343
Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #140824762

Reference Land Description: SE Sec 24 Twp 14 Rge 28 W 3 Extension 1
As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #: 187429483	CNV Easement	Value: N/A Reg'd: 04 Oct 1976 00:18:37 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A SE - Rights of access thereto Holder: Coseka Resources Limited 610-330-5th Ave SW Calgary, Alberta, Canada Client #: 111551510 Int. Register #: 106757219 Converted Instrument #: 76SC11167 Feature #: 100105344
Interest #: 187429494	CNV Easement	Value: N/A Reg'd: 14 Dec 1978 00:25:37 Interest Register Amendment Date: N/A Interest Assignment Date: N/A Interest Scheduled Expiry Date: N/A Expiry Date: N/A Holder: Coseka Resources Limited 830-1 Calgary Pl Calgary, Alberta, Canada T2P 0L4 Client #: 108454147 Int. Register #: 104919644 Converted Instrument #: 78SC15371

Interest #:
187429506

CNV Caveat

Value: N/A
Reg'd: 26 Oct 1981 00:20:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 108454169

Int. Register #: 106757163
Converted Instrument #: 81SC12266

Interest #:
187429517

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429528

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Interest #:
187429539

CNV Caveat

Value: N/A
Reg'd: 08 Oct 1998 00:22:11
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SE

Holder:

CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106757220

Converted Instrument #: 98SC13310

Addresses for Service:**Name****Address****Owner:**

William Hagel
Client #: 135935680

411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5

Owner:

Charlene Blakley
Client #: 135935691

577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3

Owner:

Brenda Ziebart
Client #: 135935736

163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 141005809 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: [Parcel \(Generic\)](#)

76 - SC

11167

SASKATCHEWAN LAND TITLES OFFICE

INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>4.⁰⁰</u>	From <u>Western Land Services Co. Ltd.</u>
Amt. Rec'd <u>ack</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>SF 24-14-28-W3</u>

Is Dup. C. of T. with Instrument? no In Office? yes Being Returned to above Addressee? no

Is Instrument Registrable? yes Titles Affected 73 SC-14/49

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<u>nil</u>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

mwe Initials

wls

TELEPHONES:

CALGARY: (403) 266-3076
EDMONTON: (403) 424-0461
REGINA: (306) 527-0661
MEDICINE HAT: (403) 527-7903
BILLINGS, MONT: (406) 245-6043

WESTERN LAND Services Co. Ltd.

1380 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6
J.O. DAVIS, President and General Manager; M.L. HENKELMAN, Vice-President

OUR FILE: CM 10930- 1, & 6

September 30th, 1976

Swift Current Land Registration District,
Land Titles Office,
SWIFT CURRENT, Saskatchewan

Dear Sir:

RE: Easements
SE $\frac{1}{4}$ 24-14-28-W3M
LSD 11, 13, 14 & S $\frac{1}{2}$
& NW $\frac{1}{4}$ LSD 12 of Sec.
28-14-27-W3M

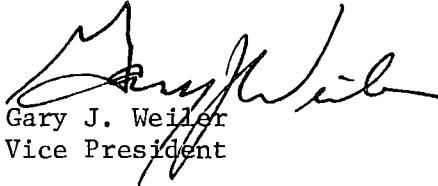
We enclose at this time two Easements with respect to the above.

Would you please register same and return duplicate registered copies to our office.

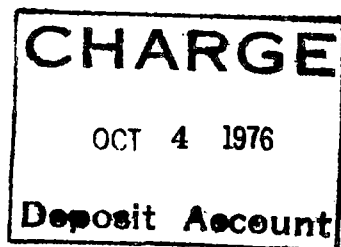
Your fee in this matter may be charged to our account.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:dd
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



Easement

I, WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The South East Quarter of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof. Excepting 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

in the Province of Saskatchewan as described in Certificate of Title No. 73-SC-14149 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten xx/100 (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

- Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 40 feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
- 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 Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
- 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 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.
- The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August, A.D. 1976

Signed by the said
in the presence of

Ruben Jarden

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED
610 - 330 5th Ave. S.W.
Calgary, Alberta

Per:

VICE PRESIDENT

Per:

VICE PRESIDENT

Pl. Rel. of Easement as to Plan 77SC-00904 reg'd Mar-9/77 as No 77SC-02699

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOB of Medicine Hat
in the Province of Saskatchewan, Landman
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of Saskatchewan,
this 30th day of August
A.D. 19 76

Peggy Bennett
A Commissioner for Oaths in and for the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.
(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOB, of the City
of Medicine Hat in the Province of Saskatchewan
Landman, make oath and say:

- That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of Saskatchewan,
this 30th day of August
A.D. 19 76

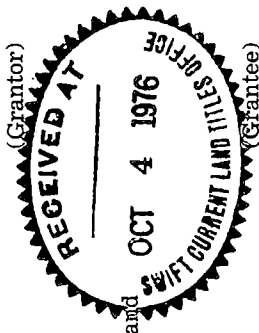
Peggy Bennett
A Commissioner for Oaths in and for the Province of Saskatchewan
without

76-SC-11167

19

day of

Dated



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 4 day of Oct.
A.D. 1976 as Number 76 SC 11167
W. S. L. R. B. Registrar

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____, make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to above Addressee? No

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title	General Register		Type	Quantity
	<u>clear</u>		Abstract	}
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	

Remarks:

ed Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

WESTERN LAND Services Co. Ltd.

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

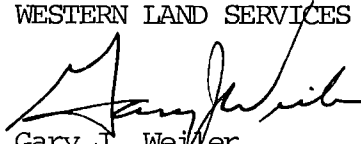
1. $W\frac{1}{2}$ 24-14-28-W3M.
2. $N\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, $S\frac{1}{2}$, $NE\frac{1}{4}$ Lsd 1, $S\frac{1}{2}$, $NW\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and $SW\frac{1}{4}$ 14-14-27-W3M.
4. $NW\frac{1}{4}$ 31, $SW\frac{1}{4}$ 31, 14-27-W3M, $E\frac{1}{2}$ 24-14-28-W3M, $NE\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

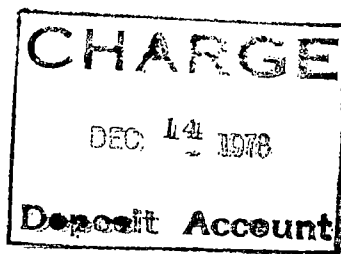
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

OCCUPANT OR OWNER:

[Signature]

[Signature]

Sec. Twp. Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.

NORTH

WEST

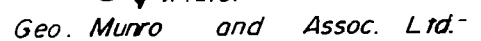
EAST

13	14	15	16
12	11	10	9
5	6	7	8
4	3	2	1

SOUTH

Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

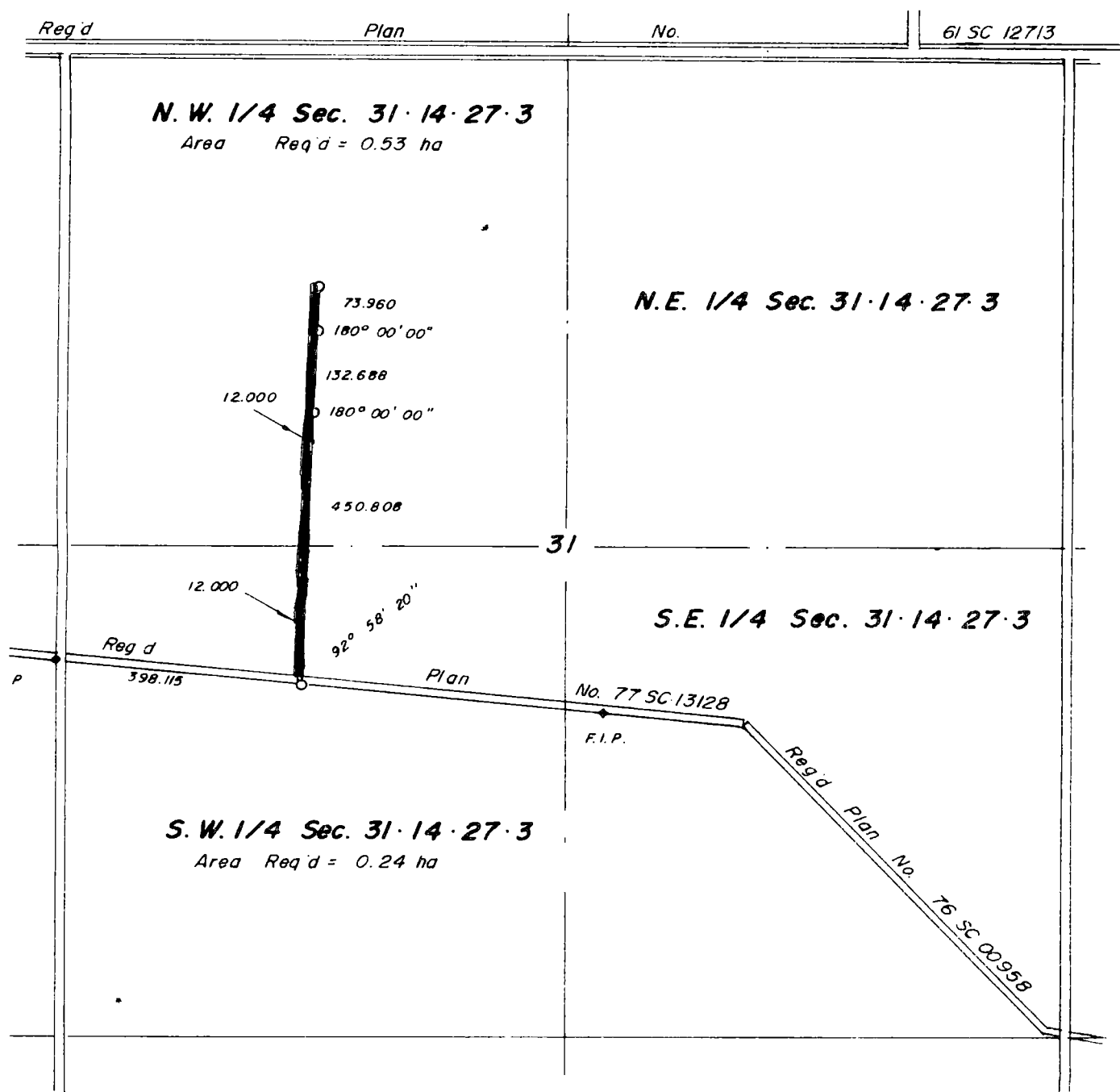
SCALE 1 IN = 400 FT



COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Legend

Monuments found shown thus: ●

Monuments found shown thus O

Portion referred to colored

Title *No.*

Date: Sept. 19 /78

Certified Correct

Geo. A. Munro
Sd A. L. S.

Geo. Munro and Assoc. Ltd.

Easement

I, WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in, all that certain tract of land more particularly described as follows, namely:

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
 ✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
 Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
 ✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
 ✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
 Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
 ✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
 Minerals in the Crown.

the Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place
Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan as described in Certificate of Title, No. 73-SC-14148(a) registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of -----Ten Dollars-----(\$10.00)----- Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of ---Two Hundred----- Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor WILLIAM HAGEL Box 81 Address
Golden Prairie, Saskatchewan Address
Grantor Address
Address

Seal

COSEKA RESOURCES LIMITED

per: [Signature]
VICE PRESIDENT
per: [Signature]
VICE PRESIDENT
830 - One Calgary Place
Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September
A.D. 1978.

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.
(Witness) _____ (Purchaser) _____

(Occupant)

AFFIDAVIT OF EXECUTION

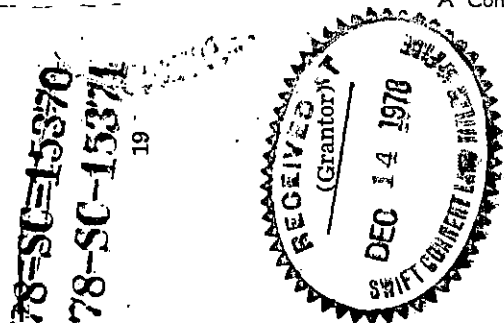
CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____ of the _____
of _____ in the Province of Saskatchewan
make oath and say:

1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____.

A Commissioner for Oaths in and for the Province of Saskatchewan



(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371
[Signature]
Reg. Sec.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of the City _____
of Medicine Hat in the Province of ~~Saskatchewan~~
Alberta, Landman, make oath and say:

1. That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September A.D. 1978.

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of
Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

81 - SC — 12266

Fees		Inst. <u>Power</u>	
Total Fees <u>7.00</u>		From <u>Lozika Resources Ltd</u>	
Amt. Rec'd <u>32.00</u>		Address <u>Calgary</u>	
Balance _____		Their Reference <u>SE24-14-28W3</u>	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? <u>yes</u> Being Returned to above Addressee? <u>no</u>			
Is Instrument Registrable? <u>yes</u> Titles Affected <u>1350-14149.</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Cert. Copy	1
		Notices <u>req'd on power</u>	1

Remarks:

Amie

Initials



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,

at Swift Current, Saskatchewan

October 26, 19 81

Re E¹/₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,

Regina, Sask.

and dated October 19th 19 81, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 19 81
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

Arch
Registar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST XX by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81 .

Thomas M. Brock

Thomas M. Brock

chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Thomas M. Brock

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

A. J. Matovich

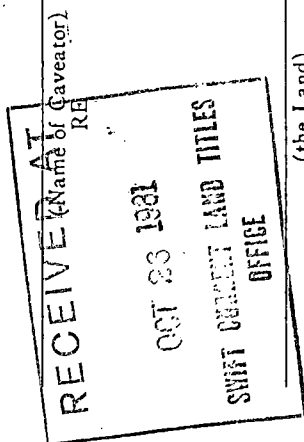
A Commissioner For Oaths
Without the Province of Saskatchewan.

My APPOINTMENT Expires December 31, 1986

Thomas M. Brock
A.J. MATOVICH

Dated A.D. 19

81SC12266



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 81SC12266
W. R. Heebner Registrar
S.C.L.R.O.

**SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET**

89SC22839

FEES Total Fees Amt. Rec'd <i>acct</i> Balance	Inst. <i>Levent</i> From <i>Roseka</i> Address <i>Calgary</i> Their Reference

Is Dup. C. of T. with Instrument? *no* In Office? Being Returned to above Addressee?
 Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

W Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED (Copy of surface lease is attached hereto)

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of SIX HUNDRED FIFTEEN Dollars (\$615.00) by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.
2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be TWO THOUSAND NINETY EIGHT Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.
3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of the day and year first above written.

WITNESS

PHILIP GAZDAG

(Lessor)

WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: James M. BrockPer: Robert J. Jones

_____, wife of the above (or within) named _____
do hereby declare that I have executed this lease for the purpose, -
of relinquishing all my rights in said homestead in favour of _____
in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ of _____
in the _____ of _____ do hereby certify that I have examined the
within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her
own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing
her rights in the homestead in favour of _____
in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights
in said homestead were.
I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am
not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

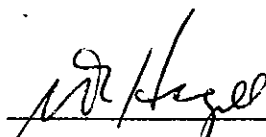
DATED at _____, in the Province of Saskatchewan this _____ day of _____
A.D., 19 _____

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

- I am the Lessor named in the within lease, and I say that no part of the land described in the said lease
is my homestead, or has been my homestead at any time.
- or -
~~I am the Lessor named in the within lease, and I say that I have no wife~~
- or -
~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not
resided therein at any time since our marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**
in the Province of Saskatchewan, this
6 day of **November**
A.D., 19 **89**



WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan
My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, **LAND AGENT**, make oath and say:

- That I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute
the same for the purpose named therein.
- That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and
that I am the subscribing witness thereto.
- That I know the said **WILLIAM HAGEL** and he is in my
belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, this
8 day of **November**
A.D., 19 **89**



Philip Gazdag

A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 6 DAY OF November 1989.

[Signature]

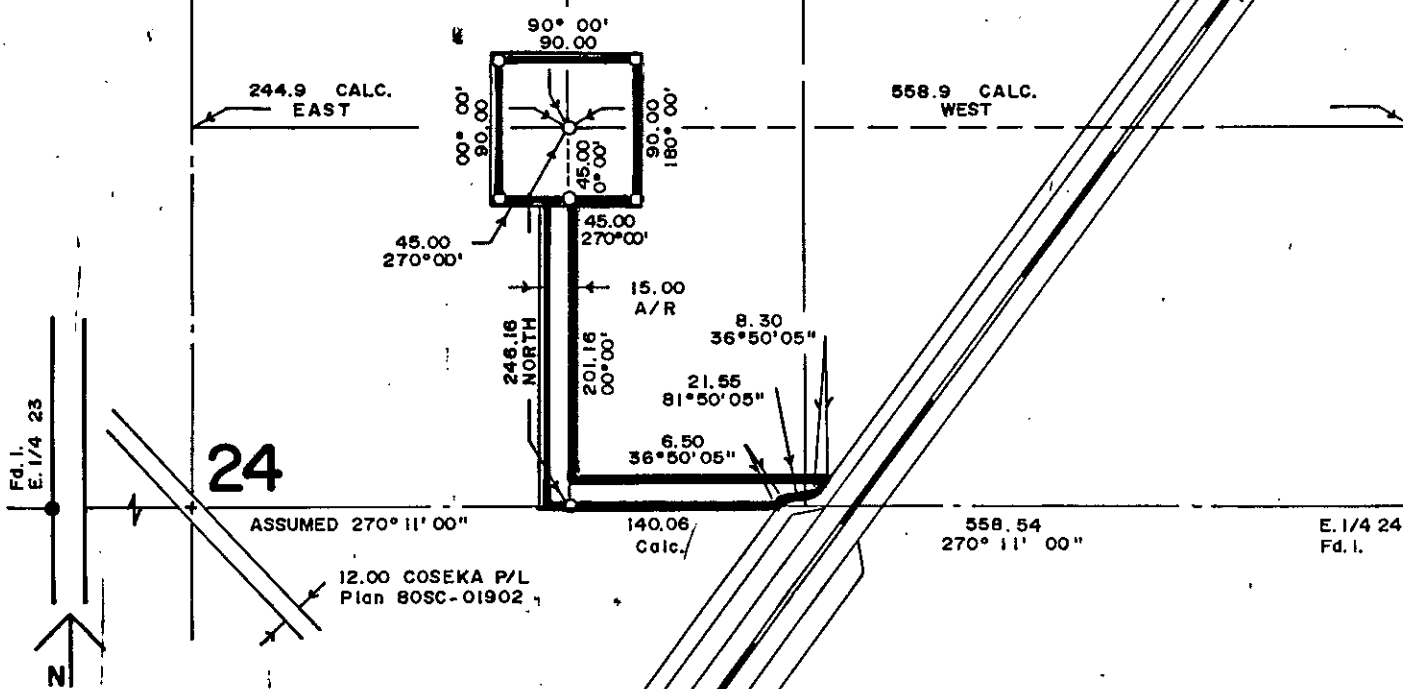
559.0 CALC. SOUTH

[Signature]
WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666

LS 15 LS 16
LS 10 LS 9

10.06 A/R TO
COSEKA 7-24



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.

[Signature]
W. H. JONES SLS

[Signature]
Witness

AREAS	ha	Ac
Well Site	0.810	2.00
Access Road	0.536	1.32
TOTAL	1.346	3.32

WELL SITE
CORNER ELEVATIONS
NE · 742.04
SE · 742.46
SW · 742.19
NW · 741.99

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus
Distances are in metres and decimals thereof.

REVISION

SURFACE LEASE

This lease made in triplicate this 28 day of OCTOBER, 19 89 *mf*

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
COSEKA RESOURCES LIMITED and CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24) in Township FOURTEEN (14)
Range TWENTY EIGHT (28) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of THREE THOUSAND FOUR HUNDRED SEVENTY dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage ONE THOUSAND FIVE HUNDRED
(\$ 1,500.00.....)

(ii) Rent ONE THOUSAND NINE HUNDRED SEVENTY FIVE
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *mf*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Connection therewith to be filed in compliance with the Act.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM H

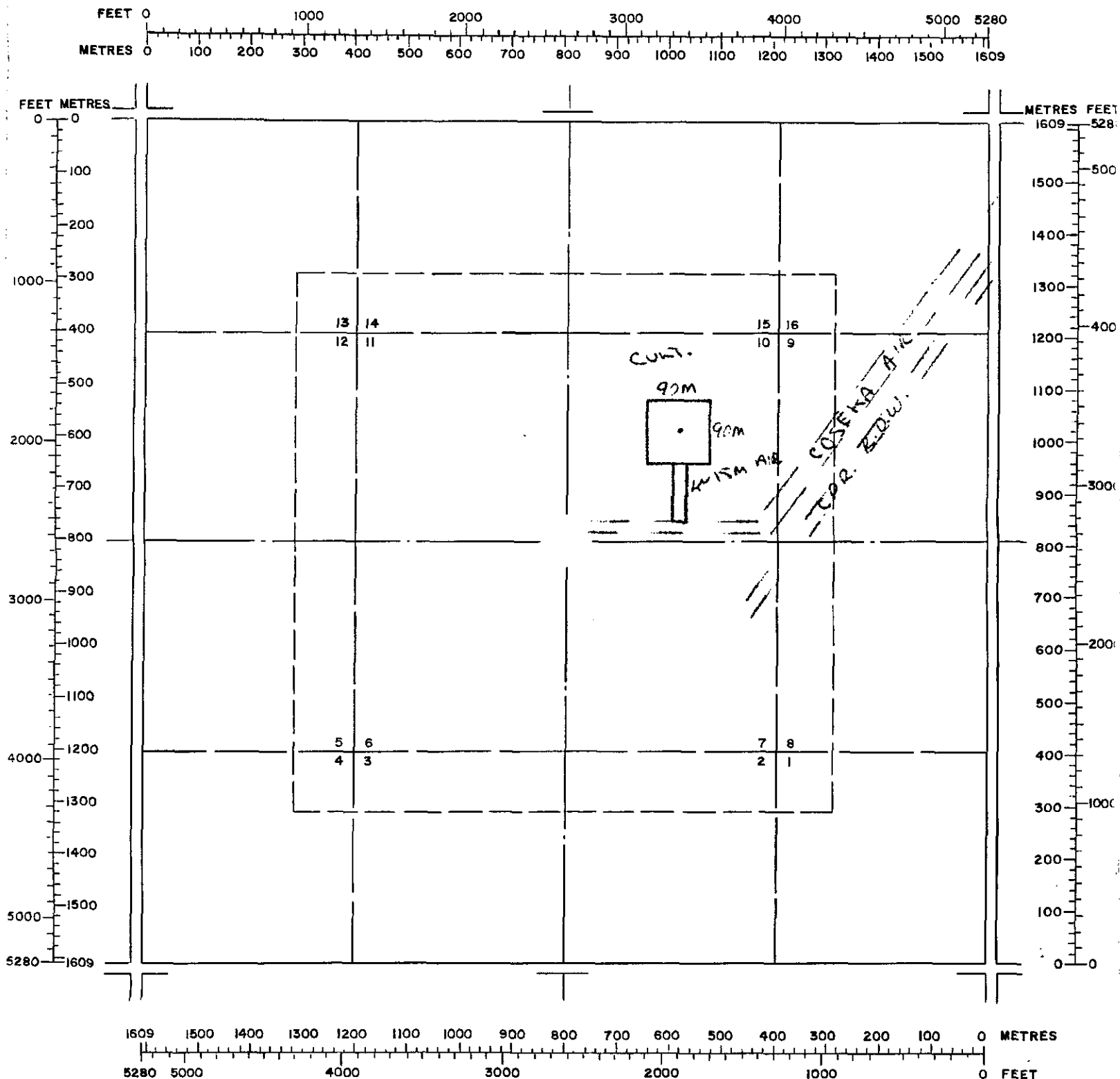
FILE NO. : 89-0615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

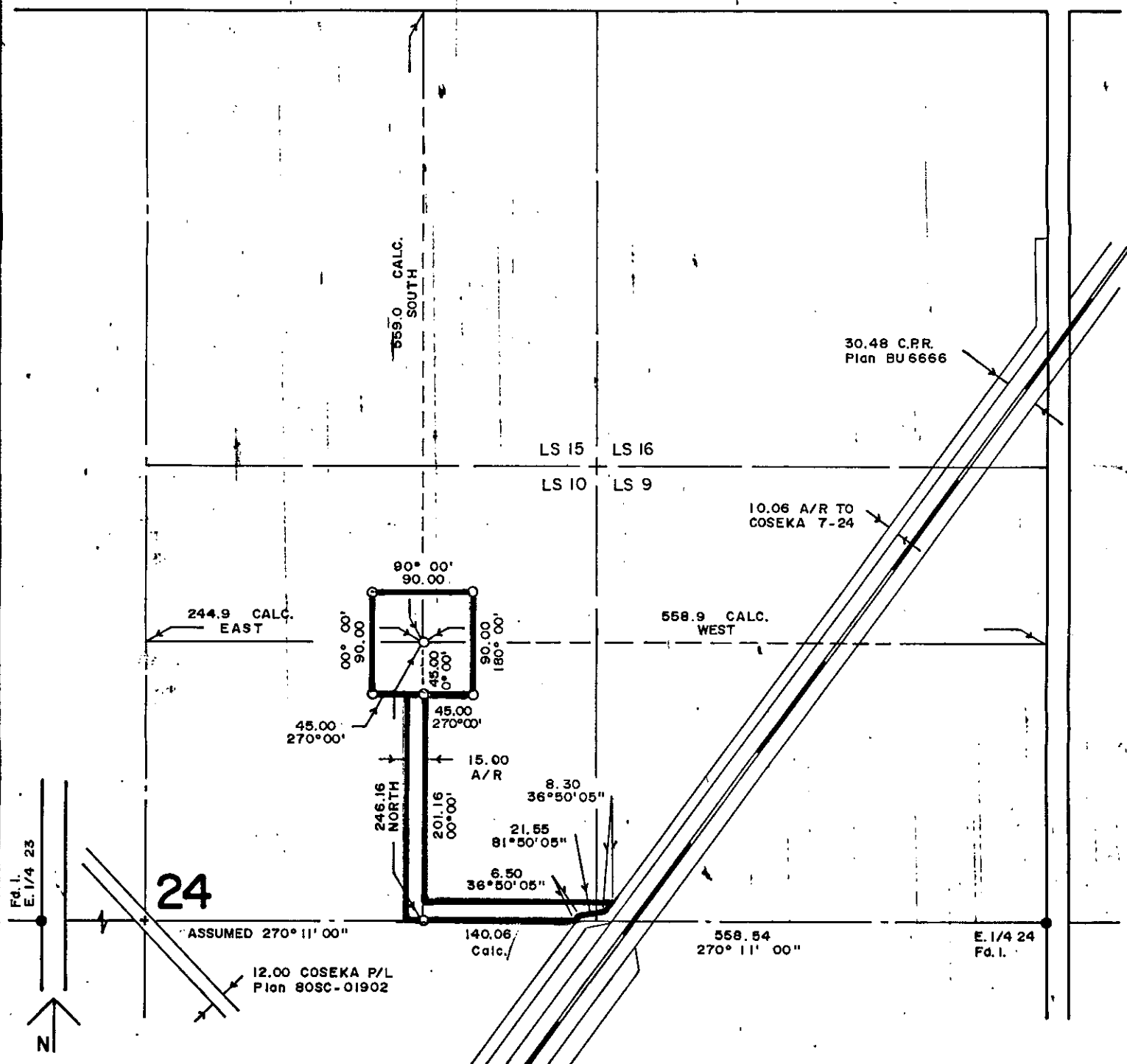
Approximate Well Site	=	2.00	acres
Approximate Access Road	=	.50	acres
Approximate Camp Site	=		acres
Total	=	2.50	acres

————— DENOTES 640 ACRE GAS SPACING

I/We have no objection to the E.R.C.B. issuing a Drilling Licence.
Accepted this 26 day of October, A.D. 1989.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W.3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE · 742.04
TOTAL	1.346	3.32	SE · 742.46
			SW · 742.19
			NW · 741.99

W. H. JONES

SLS

Witness

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus _____
Distances are in metres and decimals thereof.

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked Day Date 1/11/89

REVISION

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

....., the
above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ..., wife of the above
(or within) named
do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of
....., in so far as may be
necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named
Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Brach

Robert Jones

Signed, sealed and delivered by the above named
Lessor in the presence of

[Signature]

W. Hagel

WILLIAM HAGEL

CERTIFICATE

I, ..., Judge of the District Court for
....., (or as the case may be), do hereby certify that I have examined
....., wife of
the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights
in the homestead in favour of
....., in so far as may be necessary to give effect to the within (or annexed) lease,
and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

I, ..., of,
in the Province of Saskatchewan, ..., make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the
purposes named therein.

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

3. THAT I know the said
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at

In the Province of Saskatchewan, this

day of, A.D. 19

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we), of
in the Province of having an
interest in the within lands by virtue of an Agreement or Instrument dated the day of A.D.
19..... DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be
fully bound by all the terms and conditions thereof both now and henceforth.

DATED at in the Province of this
day of A.D. 19

Witness

CANADA
PROVINCE OF SASKATCHEWAN

AFFIDAVIT OF EXECUTION

To Wit:

PHILIP GAIDAG

MEDICINE HAT

I, ..., of
in the Province of ~~ALBERTA~~ **ALBERTA**, ... **LAND AGENT**
make oath and say:

1. THAT I was personally present and did see
named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same
for the purposes named therein.

DISTRICT OF GOLDEN PRAIRIE

2. THAT the same was executed at in the Province of Saskatchewan,
and that I am the subscribing witness thereto.

WILLIAM HAGEL

3. THAT I know the said
and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at ~~ALBERTA~~ **CITY OF MEDICINE HAT**
~~XXXXXX~~ **30**

In the Province of Saskatchewan, this
day of ~~October~~ **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan **WITHOUT**

My Appointment Expires December 31st, 19 **90**

DOMINION OF CANADA
PROVINCE OF SASKATCHEWAN

HOMESTEAD AFFIDAVIT

To Wit:

WILLIAM HAGEL

GOLDEN PRAIRIE

I, ..., of
in the Province of Saskatchewan, ...
(Occupation) make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease is my homestead, or has been
my homestead at any time.

~~I am the Lessor named in the within lease, and I say that I have no wife.~~

~~I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not resided therein
at any time since the marriage.~~

DISTRICT OF GOLDEN PRAIRIE

SWORN before me at
28

In the Province of Saskatchewan, this
day of ~~October~~ **October** A.D. 19 **89**

A Commissioner for Oaths in and for the Province of
Saskatchewan

My Appointment Expires December 31st, 19 **89**

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

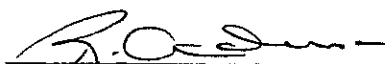
Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

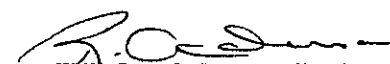
being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached
Part of T

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

A.D. 19

Dated

(Name of Caveator)

RECEIVED AT

DEC 18 1989

SWIFT CURRENT LAND TITLES
(the OFFICE)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Titles
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec
A.D. 1989 as Number 195622839
Caveator's act

Registrar
S.C.L.R.D.

89SC22839



92 - SC — 13087

Fees		Inst. <u>Ca Law.</u>	
Total Fees _____		From <u>N.R.D.</u>	
Amt. Rec'd <u>sent</u>		Address <u>Kelly org</u>	
Balance _____		Their Reference _____	
Is Dup. C. of T. with Instrument? <u>no</u> In Office? _____ Being Returned to above Addressee? _____			
Is Instrument Registrable? _____ Titles Affected <u>73 SC14148, 90SC00052</u>			
Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Uncertified Copy	✓
		Cert. Copy	
		Notices	
			✓

Remarks:

_____ Initials

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement and Right of Way Agreement dated October 20, 1992 between WILLIAM HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres more or less according to Dominion Government Survey thereof. EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more or less taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716. As more particularly described in Certificate of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty Four (24), Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the North East Quarter 4.64 acres and out of the South East Quarter, 8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666. MINERALS IN THE CROWN. As more particularly described in Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Rhonda Cardinal

Agent for: COSEKA RESOURCES LIMITED

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087

RECEIVED AT
NOV 23 1902
SWIFT CURRENT LAND TITLES
OFFICE

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1902 as Number 92SC13087
P. Karpynski
Registrar

98SC 13310

Initials

LAND TITLES
FORM AA
(Section 154)
Caveat

To the Registrar: **Swift Current Land Titles District**

Take notice that We, **UNION PACIFIC RESOURCES INC.** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Easement Agreement dated June 19th, 1998 by and between **WILLIAM HAGEL** as Grantor and **UNION PACIFIC RESOURCES INC.** as Grantee, in the S.E. ¼ 24-14-28 W3M for 160 acres as described in Certificate of Title No. 90SC00052 forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o Gerrand & Company
Toronto Dominion Bank Building
701, 1914 Hamilton Street
Regina, Saskatchewan S4P 3N6

Dated this 06th day of October, 1998

Tina Henderson, Land Administrator
UNION PACIFIC RESOURCES INC.
By it's Agent:
Caribou Land Services Ltd.

I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **UNION PACIFIC RESOURCES INC.** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. That the allegations in the above caveat are true in substance and in fact to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not to the best of my knowledge information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels with the prohibition contained in Section (151) of the Land Titles Act.

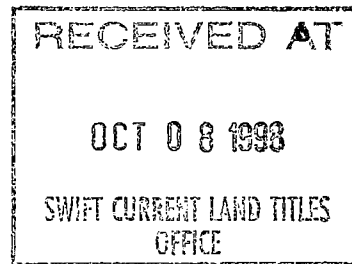
SWORN before me at the City of Calgary
in the Province of Alberta, this 06th
day of October, 1998

CAL GAZDAG

A Commissioner for Oaths in and for without the
Province of Saskatchewan
My Commission Expires: 12/31/2000

TINA HENDERSON

98SC13310



*I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of*

Saskatchewan on the...⁸...day of...^{Oct}.....

A.D. 19...⁹⁸... as Number...^{98 SC 13310}...

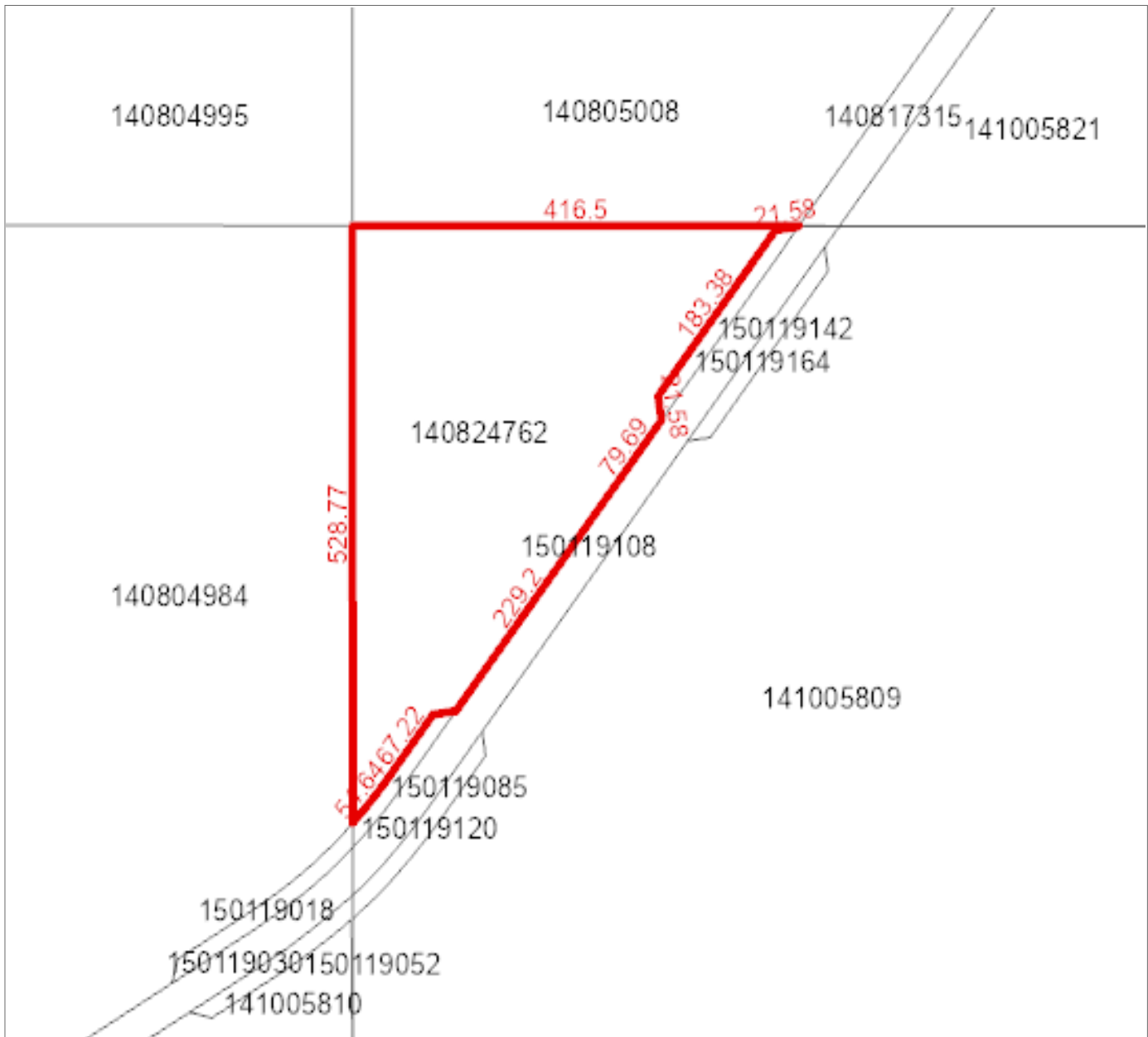
R. Harpinder

Registrar
S.C.L.R.D.



Surface Parcel Number: 140824762

REQUEST DATE: Mon Jan 26 11:07:07 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF ENTERPRISE NO. 142

Area : 11.109 hectares (27.45 acres)

Title Number(s) : 152733753

Converted Title Number : 90SC00052

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 24-14-28-3 Ext 1

Source Quarter Section : SE-24-14-28-3

Commodity/Unit : Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

Province of Saskatchewan Land Titles Registry Title

Title #: 152733764

Title Status: Active

Parcel Type: Surface

Parcel Value: \$116,250.00 CAD

Title Value: \$116,250.00 CAD

Converted Title: 90SC00052

Previous Title and/or Abstract #: 119909896

As of: 26 Jan 2026 11:07:22

Last Amendment Date: 09 Mar 2020 14:05:50.610

Issued: 09 Mar 2020 14:05:49.890

Municipality: RM OF ENTERPRISE NO. 142

William Hagel, Charlene Blakley and Brenda Ziebart are the registered owners, as joint tenants, of Surface Parcel #141005809

Reference Land Description: SE Sec 24 Twp 14 Rge 28 W 3 Extension 2
As described on Certificate of Title 90SC00052 which describes this parcel and other parcel(s) with the same land description tied to this one.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

187429540

CNV Easement

Value: N/A

Reg'd: 04 Oct 1976 00:18:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

SE - Rights of access thereto

Holder:

Coseka Resources Limited

610-330-5th Ave SW

Calgary, Alberta, Canada

Client #: 111551510

Int. Register #: 106757219

Converted Instrument #: 76SC11167

Feature #: 100105344

Interest #:

187429551

CNV Easement

Value: N/A

Reg'd: 14 Dec 1978 00:25:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Coseka Resources Limited

830-1 Calgary Pl

Calgary, Alberta, Canada T2P 0L4

Client #: 108454147

Int. Register #: 104919644

Converted Instrument #: 78SC15371

Interest #:
187429562

CNV Caveat

Value: N/A
Reg'd: 26 Oct 1981 00:20:27
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 108454169

Int. Register #: 106757163
Converted Instrument #: 81SC12266

Interest #:
187429573

CNV Caveat

Value: N/A
Reg'd: 18 Dec 1989 00:38:04
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
MLT Aikins LLP #1500-1874 Scarth Street
Regina, Saskatchewan, Canada S4P 4E9
Client #: 111058073

Int. Register #: 106757185
Converted Instrument #: 89SC22839

Interest #:
187429595

CNV Caveat

Value: N/A
Reg'd: 23 Nov 1992 00:21:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Coseka Resources Limited
600 North Canadian Oils Bldg 2500 Victoria Ave Attn Land Administration
Regina, Saskatchewan, Canada S4P 3X2
Client #: 108454170

Int. Register #: 106757208
Converted Instrument #: 92SC13087

Interest #:
187429584

CNV Caveat

Value: N/A
Reg'd: 08 Oct 1998 00:22:11
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

SE

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 106757220
Converted Instrument #: 98SC13310

Interest #:
187429607

Lease - 10 years or more

Value: N/A
Reg'd: 17 Apr 2003 10:27:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 107902122

Interest #:
187429618

Pipelines Act - Easement

Value: N/A
Reg'd: 21 Apr 2003 09:53:20
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CANADIAN NATURAL RESOURCES LIMITED
2100, 855 - 2ND ST SW
CALGARY, Alberta, Canada T2P 4J8
Client #: 138904667

Int. Register #: 107913720

Addresses for Service:

Name	Address
Owner: William Hagel Client #: 135935680	411 Belfast Street SE Medicine Hat, Alberta, Canada T1A 0S5
Owner: Charlene Blakley Client #: 135935691	577 - 20th Street NE Medicine Hat, Alberta, Canada T1C 1H3
Owner: Brenda Ziebart Client #: 135935736	163 Stratton Road SE Medicine Hat, Alberta, Canada T1B 4P4

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 140824762 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

76 - SC

11167

SASKATCHEWAN LAND TITLES OFFICE

INSTRUMENT WORK SHEET

FEES	Inst. <i>Easement</i>
Total Fees <i>4.⁰⁰</i>	From <i>Western Land Services Co. Ltd.</i>
Amt. Rec'd <i>ack</i>	Address <i>Calgary</i>
Balance	Their Reference <i>SF 24-14-28-W3</i>

Is Dup. C. of T. with Instrument? *No* In Office? *Yes* Being Returned to above Addressee? *No*

Is Instrument Registrable? *Yes* Titles Affected *73 SC-14/49*

ENCUMBRANCES		CERTIFICATES, NOTICES, REQUIRED	
Title	General Register	Type	Quantity
	<i>nil</i>	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Other Cert.	
		Notices	

Remarks:

mwe..... Initials

wls

TELEPHONES:

CALGARY: (403) 266-3076
EDMONTON: (403) 424-0461
REGINA: (306) 527-0661
MEDICINE HAT: (403) 527-7903
BILLINGS, MONT: (406) 245-6043

WESTERN LAND Services Co. Ltd.

1380 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6
J.O. DAVIS, President and General Manager; M.L. HENKELMAN, Vice-President

OUR FILE: CM 10930- 1, & 6

September 30th, 1976

Swift Current Land Registration District,
Land Titles Office,
SWIFT CURRENT, Saskatchewan

Dear Sir:

RE: Easements
SE $\frac{1}{4}$ 24-14-28-W3M
LSD 11, 13, 14 & S $\frac{1}{2}$
& NW $\frac{1}{4}$ LSD 12 of Sec.
28-14-27-W3M

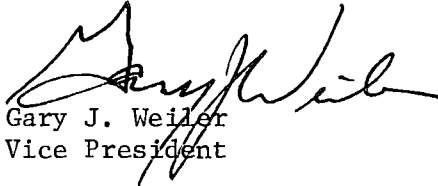
We enclose at this time two Easements with respect to the above.

Would you please register same and return duplicate registered copies to our office.

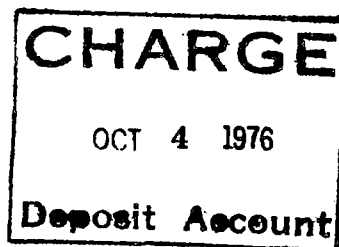
Your fee in this matter may be charged to our account.

Yours truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:dd
Enclosures



SURFACE LEASES — EASEMENTS — P & NG LEASES — DAMAGE SETTLEMENTS
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



Easement

I, WILLIAM HAGEL of Golden Prairie in the Province of Saskatchewan hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The South East Quarter of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof. Excepting 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

in the Province of Saskatchewan as described in Certificate of Title No. 73-SC-14149 registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of Ten xx/100 (\$10.00) Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 40 feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of Two Hundred Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 1976

Signed by the said
in the presence of

Ruben Jarden

Grantor

WILLIAM HAGEL

Box 81, Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED
610 - 330 5th Ave. S.W.
Calgary, Alberta

Per:

Per:

VICE PRESIDENT

VICE PRESIDENT

Pl. Rel. of Easement as to Plan 77SC-00904 reg'd Mar-9/77 as No 77SC-02699

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOB of Medicine Hat
in the Province of Saskatchewan, Landman
make oath and say:

- That I am the right of way purchasing agent of the grantee named in the within easement.
- That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of Saskatchewan,
this 30th day of August
A.D. 19 76

Peggy Bennett
A Commissioner for Oaths in and for the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.
(Witness) _____ (Purchaser) _____

(Occupant) _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOB, of the City
of Medicine Hat in the Province of Saskatchewan
Landman, make oath and say:

- That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of Saskatchewan,
this 30th day of August
A.D. 19 76

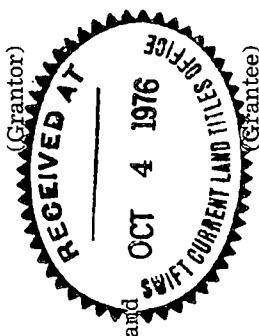
Peggy Bennett
A Commissioner for Oaths in and for the Province of Saskatchewan
without

76-SC-11167

19

day of

Dated



Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 4 day of Oct.
A.D. 1976 as Number 76 SC 11167
W. G. L. R. B. Registrar

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____
of _____ in the Province of Saskatchewan,
_____, make oath and say:

- That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____

A Commissioner for Oaths in and for the Province of Saskatchewan

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

FEES	Inst. <u>Easement</u>
Total Fees <u>10⁰⁰</u>	From <u>Western Land Services Co Ltd</u>
Amt. Rec'd <u>nil</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>NW 31-14-27-W3 16</u>

Is Dup. C. of T. with Instrument? No In Office? _____ Being Returned to above Addressee? No

Is Instrument Registrable? Yes Titles Affected 73-SC-14148, 73-SC-14149(a)
73-SC-14149 73-SC-14148(a)

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title	General Register		Type	Quantity
	<u>clear</u>		Abstract	}
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	

Remarks:

ed Initials

wls

TELEPHONES:
CALGARY (403) 266-3076
EDMONTON (403) 426-6220
REGINA (306) 527-0661
MEDICINE HAT (403) 527-7903
LONDON, ONT. (519) 432-9355

WESTERN LAND Services Co. Ltd.

1180 GUINNESS HOUSE, CALGARY, ALBERTA — MAILING ADDRESS: P.O. BOX 6688, POSTAL STATION "D" T2P 2E6

OUR FILE: C(M) 12948

December 12, 1978

Swift Current Land Registration District
Land Titles Office
SWIFT CURRENT, Saskatchewan

Dear Sirs:

Re: Registration of Easements

On behalf of our client, Coseka Resources Limited, we enclose herewith four (4) Easements, each in duplicate, which we would ask that you register against the following lands:

1. $W\frac{1}{2}$ 24-14-28-W3M.
2. $N\frac{1}{2}$ 14-14-27-W3M.
3. Lsd's 7, 8, $S\frac{1}{2}$, $NE\frac{1}{4}$ Lsd 1, $S\frac{1}{2}$, $NW\frac{1}{4}$ Lsd 2 of 14-14-27-W3M and $SW\frac{1}{4}$ 14-14-27-W3M.
4. $NW\frac{1}{4}$ 31, $SW\frac{1}{4}$ 31, 14-27-W3M, $E\frac{1}{2}$ 24-14-28-W3M, $NE\frac{1}{4}$ 36-14-28-W3M.

Upon registration of the above please return the duplicate registered copies to our office for our further handling.

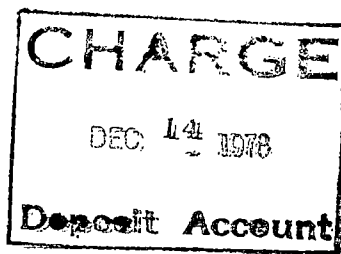
Any fees in this matter please deduct from our firm's account.

Yours very truly,

WESTERN LAND SERVICES CO. LTD.


Gary J. Weiler
Vice President

GJW:ez
Enclosures



SURFACE LEASES — EASEMENTS — P & NG. LEASES — DAMAGE SETTLEMENTS —
PLANT SITES — CONSULTANTS — CROWN SALES & FILINGS — APPRAISALS
AGENTS TO INDUSTRY



CONSENT OF OWNER OR OCCUPANT

(Saskatchewan Surface Rights and Acquisitions and Compensation Act 1968)

I, WILLIAM HAGEL of Golden Prairie
(Name of Owner or Occupant)

in the Province of Saskatchewan, hereby consent to the entry upon, use, occupancy or taking of the surface of the following land or interest therein described on the sketch plan of survey, said lands shown outlined in red, hereon by

Coseka Resources Limited of Calgary,

in the Province of Alberta for the purpose of;

Surveying and Construction of Pipeline for Petroleum and Natural Gas
(specify the rights or right granted)

It is understood that execution by me of this consent does not in any way affect my rights to compensation.

DATED at the District of Golden Prairie, in the Province of Saskatchewan, this 26th day of August A.D. 1978.

WITNESS:

OCCUPANT OR OWNER:

[Signature]

[Signature]

Sec. Twp. Rge. W Meridian
W $\frac{1}{2}$ of 31, 14-27-W3M, E $\frac{1}{2}$ of 24 and NE $\frac{1}{4}$ of 36, 14-28-W3M
in the Province of Saskatchewan.

NORTH

WEST

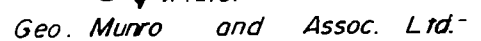
EAST

13	14	15	16
12	11	10	9
5	6	7	8
4	3	2	1

SOUTH

Wellsite _____ Acres more or less
Roadway _____ Acres more or less
TOTAL _____ Acres more or less

SCALE 1 IN = 400 FT

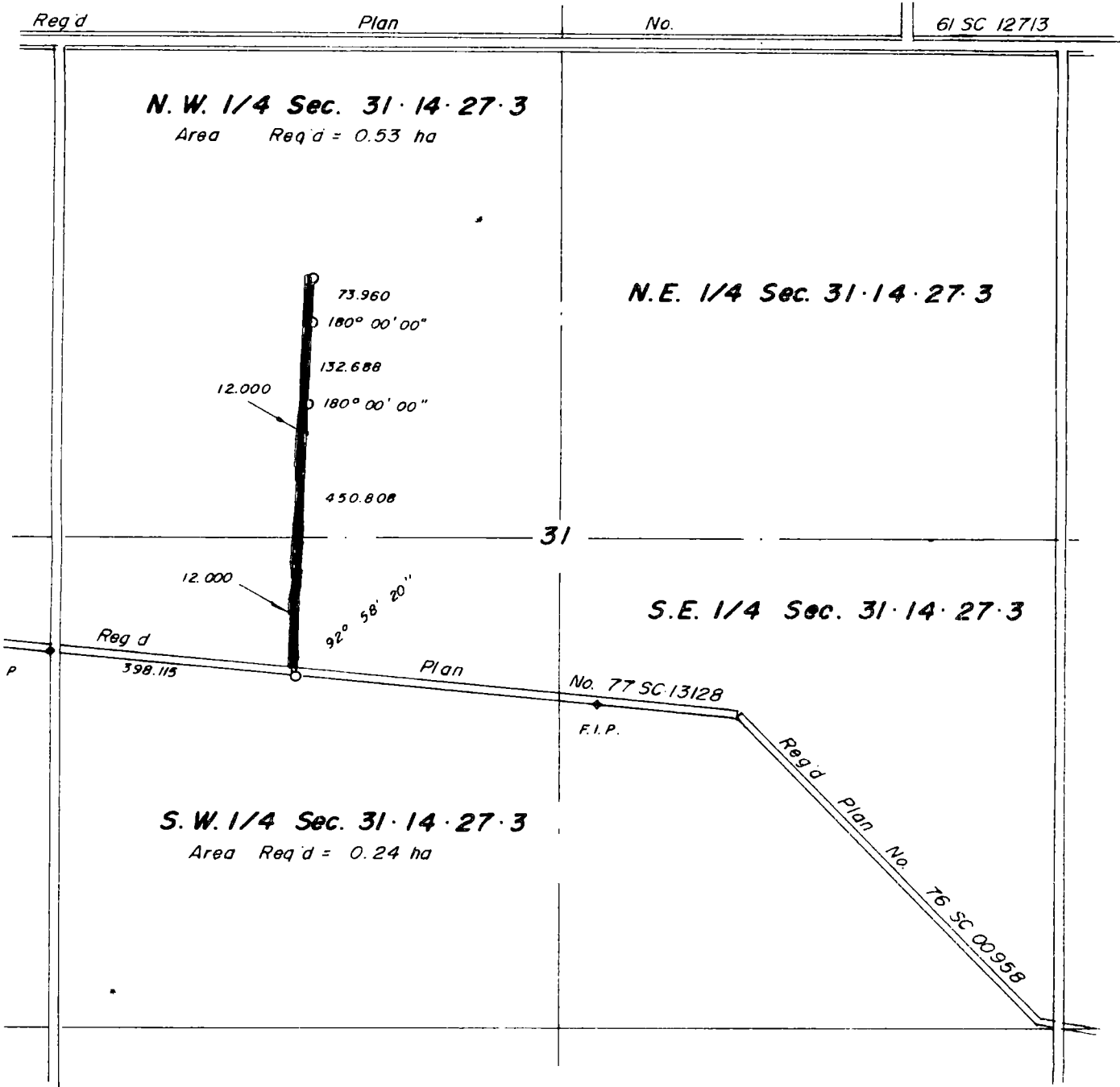


CIM12948-4

COSEKA RESOURCES LIMITED

PLAN SHOWING PIPE LINE RIGHT OF WAY

SCALE 1 IN = 400 FT



Owner

Title No.

Date: Sept. 19 /78

Legend

- Monuments found shown thus •
- Monuments found shown thus ○
- Portion referred to colored

Certified Correct

Geo. A. Munro
Sd A.L.S.
Geo. Munro and Assoc. Ltd.

Easement

I, WILLIAM HAGEL of Golden Prairie, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in, all that certain tract of land more particularly described as follows, namely:

- / **FIRSTLY:** The North West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof,
 ✓ Excepting thereout 0.96 of an acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716,
 Minerals in the Crown.
- / **SECONDLY:** The South West Quarter of Section Thirty One (31), in Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 160 acres more or less, according to Dominion Government survey thereof.
 ✓ Minerals in the Crown.
- / **THIRDLY:** The North East and South East Quarters of Section Twenty Four (24), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 320 acres more or less, according to Dominion Government survey thereof.
 ✓ Excepting: out of the said North East Quarter, 4.64 acres more or less and out of the said South East Quarter, 8.29 acres more or less, taken for a Right of Way of the Canadian Pacific Land Registration District as No. BU 6666.
 Minerals in the Crown.
- / **FOURTHLY:** The North East Quarter of Section Thirty Six (36), in Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing 157 acres more or less, according to Dominion Government survey of the said Township, approved and confirmed at Ottawa on the 8th day of July, A.D. 1913.
 ✓ Excepting thereout; One (1.00) acre more or less, taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12713.
 Minerals in the Crown.

~~The Grantor'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 lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor

WILLIAM HAGEL

Box 81

Address

Golden Prairie, Saskatchewan

Grantor

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

VICE PRESIDENT

per:

VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of the
page overlaid.

This page is for information only and does not form part of the document.

"SEE ATTACHED"

73-SC-14148
73-SC-14149(a)
73-SC-14149

in the Province of Saskatchewan as described in Certificate of Title, No. 73-SC-14148(a) registered in the Land Titles Office for the Swift Current Land Registration District, hereinafter called the said lands.

In consideration of the sum of -----Ten Dollars-----(\$10.00)----- Dollars (receipt of which is hereby acknowledged) paid to me by COSEKA RESOURCES LIMITED

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 50' feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of ---Two Hundred----- Dollars (\$ 200.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 26th day of August A.D. 19 78

Signed by the said
in the presence of

Grantor WILLIAM HAGEL

Box 81

Address

Grantor

Golden Prairie, Saskatchewan

Address

Address

Seal

COSEKA RESOURCES LIMITED

per:

[Signature]
VICE PRESIDENT

per:

[Signature]
VICE PRESIDENT

830 - One Calgary Place

Calgary, Alberta T2P 0L4

AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta, Landman
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September
A.D. 1978.

[Signature]
A Commissioner for Oaths in and for without
the Province of Saskatchewan.
My appointment expires 31 December, 1980.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) _____
of _____ in the Province of _____
being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the _____ day of _____, A.D. 19____, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.
DATED at _____ in the Province of _____, this _____ day of _____, A.D. 19____.

(Witness)

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____ of the _____
of _____ in the Province of Saskatchewan
make oath and say:

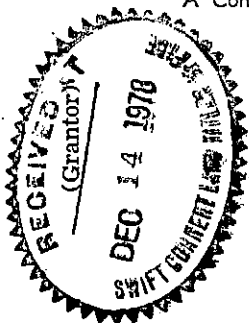
1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

SWORN before me at _____
in the Province of Saskatchewan,
this _____ day of _____, A.D. 19____.

A Commissioner for Oaths in and for the Province of Saskatchewan

78-SC-15370
78-SC-15371

Dated _____ day of _____ 19____



and _____

(Grantee)

Easement

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 14 day of Dec
A.D. 1978 as Number 78-SC-15371

[Signature]
Reg.
S.C.L.R.D.

WESTERN LAND SERVICES CO. LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, RUBEN JACOBER of the City _____
of Medicine Hat _____ in the Province of ~~Saskatchewan~~ _____
Alberta, Landman _____, make oath and say:

1. That I was personally present and did see William Hagel named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Golden Prairie in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said William Hagel and he is in my belief of the full age of twenty-one years.

SWORN before me at Medicine Hat
in the Province of ~~Saskatchewan~~ Alberta
this 11th day of September A.D. 1978.

[Signature]
A Commissioner for Oaths in and for the Province of Saskatchewan without the Province of
Saskatchewan.
My appointment expires December 31, 1980.



Instrument Work Sheet

81 - SC — 12266

Fees	Inst. <u>Power of</u>
Total Fees <u>7.00</u>	From <u>Lozika Resources Ltd</u>
Amt. Rec'd <u>32.00</u>	Address <u>Calgary</u>
Balance _____	Their Reference <u>SE24-14-28W3</u>

Is Dup. C. of T. with Instrument? <u>no</u>	In Office? <u>yes</u>	Being Returned to above Addressee? <u>no</u>
Is Instrument Registrable? <u>yes</u>	Titles Affected <u>1350-14149.</u>	

Encumbrances		Certificates, Notices, Required	
		Type	Quantity
Title	General Register	Abstract	
		G.R.C.	
		Cert. of Chge.	
		Cert. Copy	1
		Notices <u>req'd on power</u>	1

Remarks:

Amie

Initials

SASKATCHEWAN LAND TITLES OFFICE
INSTRUMENT WORK SHEET

89SC22839

FEEs	Inst. <i>Levent</i>
Total Fees	From <i>Roseka</i>
Amt. Rec'd <i>acct</i>	Address <i>Calgary</i>
Balance	Their Reference

Is Dup. C. of T. with Instrument? *no* In Office? Being Returned to
 above Addressee?
 Is Instrument Registrable? Titles Affected *73-14149*

ENCUMBRANCES			CERTIFICATES, NOTICES, REQUIRED	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Cert. of Chge.	
			Other Cert.	
			Notices	1

Remarks:

W Initials

AMENDMENT TO SURFACE LEASETHIS AGREEMENT made the 6 day of November, A.D., 1989

BETWEEN:

WILLIAM HAGEL

(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

COSEKA RESOURCES LIMITED

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee, (or successor in interest), are parties to a surface lease dated the 28 day of October, 1989. Between WILLIAM HAGEL AND COSEKA RESOURCES LIMITED (Copy of surface lease is attached hereto)

AND WHEREAS the Lessor is the successor in title to the Lessor named in the surface lease, and the parties have agreed to modify the surface lease as hereinafter set forth.

WITNESSETH that the parties hereto hereby covenant and agree to and with one another as follows:

1. The Lessee shall pay to the Lessor the sum of SIX HUNDRED FIFTEEN Dollars (\$615.00) by way of adjustment of the annual rent under the surface lease for the period commencing 28 day of October, 1989 and ending the 27 day of October, 1990. The Lessor accepts the said sum as a full and sufficient adjustment of the annual rent payable under the surface lease for the said period, and acknowledges and represents that the Lessor is in possession of the lands covered by the surface lease and is the person entitled to receive the said adjustment.
2. Commencing on 28 day of October, 1990, the rent payable under the surface lease shall be TWO THOUSAND NINETY EIGHT Dollars (\$2,098.00) payable annually in advance on the anniversary date of each year of the term.
3. Except as amended hereby, the surface lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF the parties have executed and delivered these presents as of the day and year first above written.

WITNESS

PHILIP GAZDAG

(Lessor)

WILLIAM HAGEL

COSEKA RESOURCES LIMITED

Per: James M. BrockPer: Robert J. Jones

_____, wife of the above (or within) named _____
do hereby declare that I have executed this lease for the purpose, -
of relinquishing all my rights in said homestead in favour of _____
in so far as may be necessary to give effect to this lease.

CERTIFICATE

I, _____ of the _____ of _____
in the _____ of _____ do hereby certify that I have examined the
within lease, separate and apart from her said husband and she acknowledges to me that she signed the same of her
own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing
her rights in the homestead in favour of _____
in so far as may be necessary to give effect to the said lease, and further that she was aware of what her rights
in said homestead were.
I further certify that I have not, nor has my employer, partner or clerk, prepared the said lease, and that I am
not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

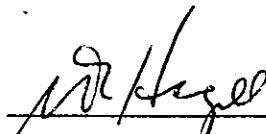
DATED at _____, in the Province of Saskatchewan this _____ day of _____
A.D., 19 _____

DOMINION OF CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
HOMESTEAD AFFIDAVIT

I, **WILLIAM HAGEL** of **GOLDEN PRAIRIE**
in the Province of Saskatchewan **FARMER**, make oath and say as follows:

1. I am the Lessor named in the within lease, and I say that no part of the land described in the said lease
is my homestead, or has been my homestead at any time.
- or -
~~1. I am the Lessor named in the within lease, and I say that I have no wife~~
- or -
~~1. I am the Lessor named in the within lease, and I say that my wife does not reside in Saskatchewan and has not
resided therein at any time since our marriage.~~

SWORN before me at **DISTRICT OF GOLDEN PRAIRIE**
in the Province of Saskatchewan, this
6 day of **November**
A.D., 19 **89**



WILLIAM HAGEL

A Commissioner for Oaths in and for the
Province of Saskatchewan
My Appointment Expires Dec. 31st, 19 _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
AFFIDAVIT OF EXECUTION

I, **PHILIP GAZDAG** of the **CITY** of **MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, **LAND AGENT**, make oath and say:

1. That I was personally present and did see **WILLIAM HAGEL**
named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute
the same for the purpose named therein.
2. That the same was executed at **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and
that I am the subscribing witness thereto.
3. That I know the said **WILLIAM HAGEL** and he is in my
belief of the full age of twenty one years.

SWORN before me at **CITY OF MEDICINE HAT**
in the Province of ~~XXXXXXXXXX~~ **ALBERTA**, this
8 day of **November**
A.D., 19 **89**



Philip Gazdag

A Commissioner for Oaths without the Province
of Saskatchewan, My Appointment Expires Dec. 31st, 19 **90**

I, WILLIAM HAGEL, hereby agrees to the Substitution of this Survey Plan for the Plan now attached to that certain Saskatchewan Surface Lease, dated October 28, 1989.

DATED AT Golden Prairie IN THE PROVINCE OF SASKATCHEWAN, THIS 6 DAY OF November 1989.

[Signature]

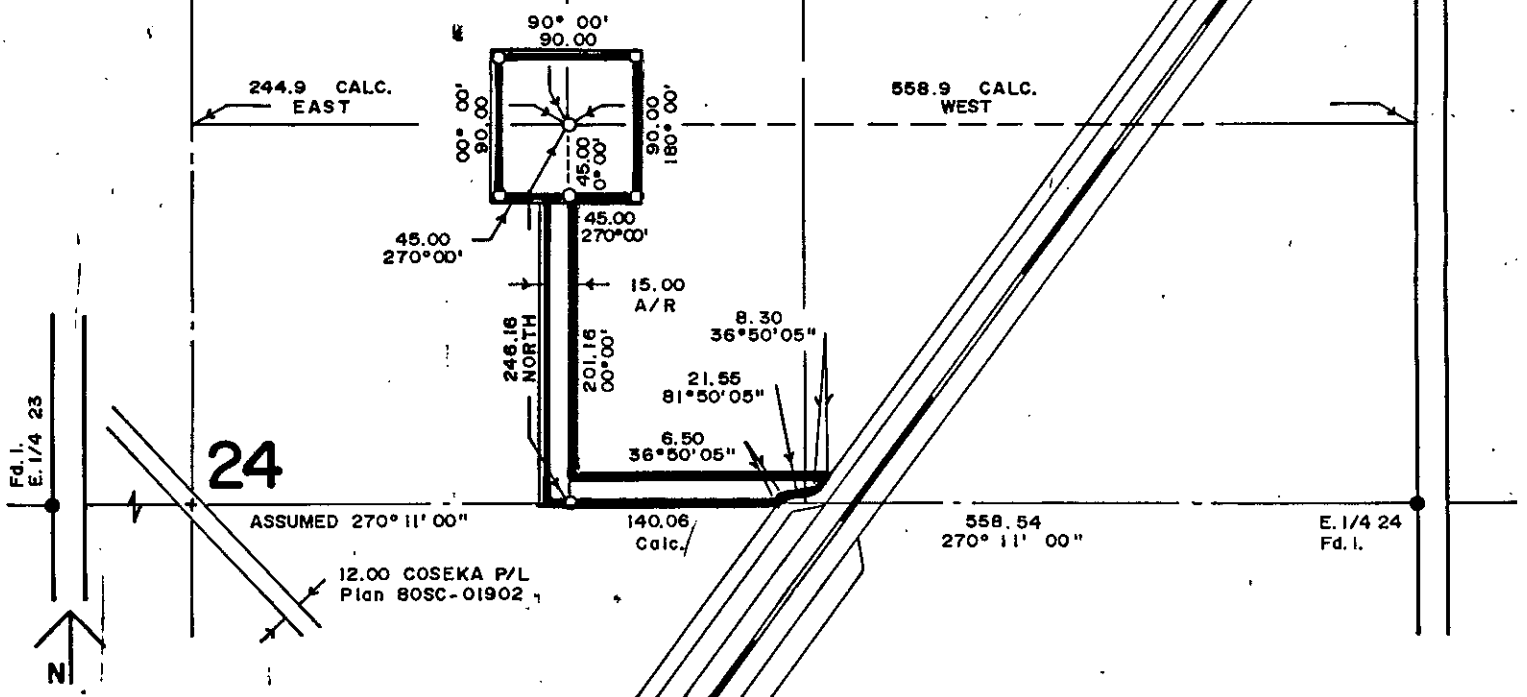
559.0 CALC. SOUTH

[Signature]
WILLIAM HAGEL

30.48 C.P.R.
Plan BU 6666

LS 15 LS 16
LS 10 LS 9

10.06 A/R TO
COSEKA 7-24



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 30th day of October, 1989.

[Signature]
W. H. JONES SLS

[Signature]
Witness

AREAS	ha	Ac
Well Site	0.810	2.00
Access Road	0.536	1.32
TOTAL	1.346	3.32

WELL SITE
CORNER ELEVATIONS
NE · 742.04
SE · 742.46
SW · 742.19
NW · 741.99

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus _____
Distances are in metres and decimals thereof.

REVISION

SURFACE LEASE

This lease made in triplicate this 28 day of OCTOBER, 19 89 *mf*

Between:

WILLIAM HAGEL of GOLDEN PRAIRIE
in the Province of SASKATCHEWAN
(hereinafter called the "Lessor") (Occupation)
COSEKA RESOURCES LIMITED and CITY OF CALGARY
in the Province of ALBERTA A BODY CORPORATE
(hereinafter called the "Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

THE NORTH EAST QUARTER OF
SECTION TWENTY FOUR (24) in Township FOURTEEN (14)
Range TWENTY EIGHT (28) West of the THIRD Meridian
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 73-SC-14149
of Record in the Land Titles Office for the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

Now therefore this lease witnesses that:

Demised premises

1. The Lessor for the purposes and at the rent, including compensation for capital damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A", hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one years from the date hereof for the purpose of a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by lessee

(a) for the first year the sum of THREE THOUSAND FOUR HUNDRED SEVENTY FIVE dollars,
(the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage ONE THOUSAND FIVE HUNDRED
(\$ 1,500.00.....)

(ii) Rent ONE THOUSAND NINE HUNDRED SEVENTY FIVE
(\$ 1,975.00.....)

Payment in subsequent years by lessee

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED SEVENTY FIVE dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof. *mf*

The Lessee shall have the right from time to time and at any time upon six (6) months' notice to that effect to the Lessor to surrender any portion of the demised premises, by giving notice to the Lessor to that effect and the Lessee shall deliver or mail to the Lessor a sketch or plan of the portion or portions of the demised premises retained, and this lease shall, with respect to the lands so surrendered, terminate at the expiration of the current year of the term.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

Taxes, etc., payable by lessor

(a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by lessee

(b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of lease and any extension thereof.

Right to renew by lessee

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

Payment of rent by lessee

(a) The Lessee shall pay the rent, including compensation for capital damage, for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in case of default

(b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration

In consideration of the sum of One Dollar (\$1.00), (receipt of which is hereby acknowledged), paid to me.

If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within six (6) months of the date of this Lease, the Lessee shall pay to the Lessor the sum of Three Hundred Dollars for the right to survey and all other inconveniences and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 3475.00, as previously set out, within the six (6) month period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

REVIEW OF RENTAL: Annual Rental provided for herein shall be subject to review in accordance with the Surface Rights Act, Chapter S-27.1, Section 27.

Connection therewith to be filed in compliance with the Act.

Construction of ditches and approaches where required

(e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

(f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper fences if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates

(g) In the use of the rights and privileges hereby granted the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by lessee

(h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

(i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

(j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

Review of rent every three years upon request of either party

(a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the arbitration provisions of the petroleum and natural gas regulations at the time in force shall apply.

Right of surrender and removal of equipment by lessee

(b) The Lessee shall have the right at any time, upon forty-five days' notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises.

Discharge of encumbrances by lessee and reimbursement

(c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this lease.

Right to assign by lessee

(d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

(e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

(f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same by registered mail payable at par to the Lessor at his address for service of notices herein provided or by

depositing to the Lessor's credit in the

at (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

CLM H

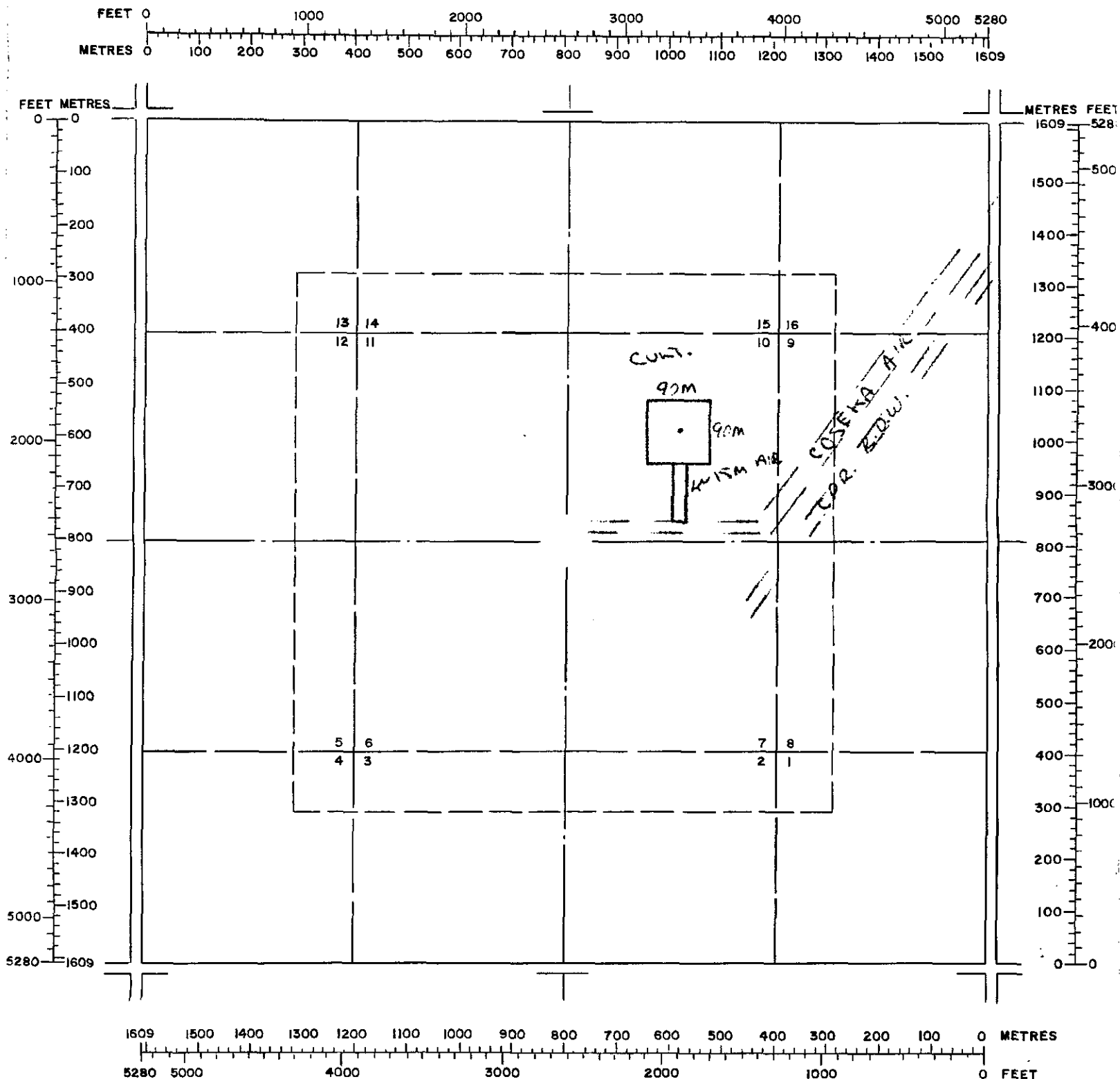
FILE NO. : 89-0615

PLAN SHOWING THE PROPOSED LOCATION OF
Coseka Resources Limited

WELLSITE and ROADWAY

IN L.S.D. 10 SEC. 24 TWP. 14 RGE. 28 W. 3 M.

Subject to change by mutual agreement with the lease
consideration to be applied on any alternative site.



ACREAGE

Approximate Well Site = 2.00 acres
Approximate Access Road = .50 acres
Approximate Camp Site = acres
Total = 2.50 acres

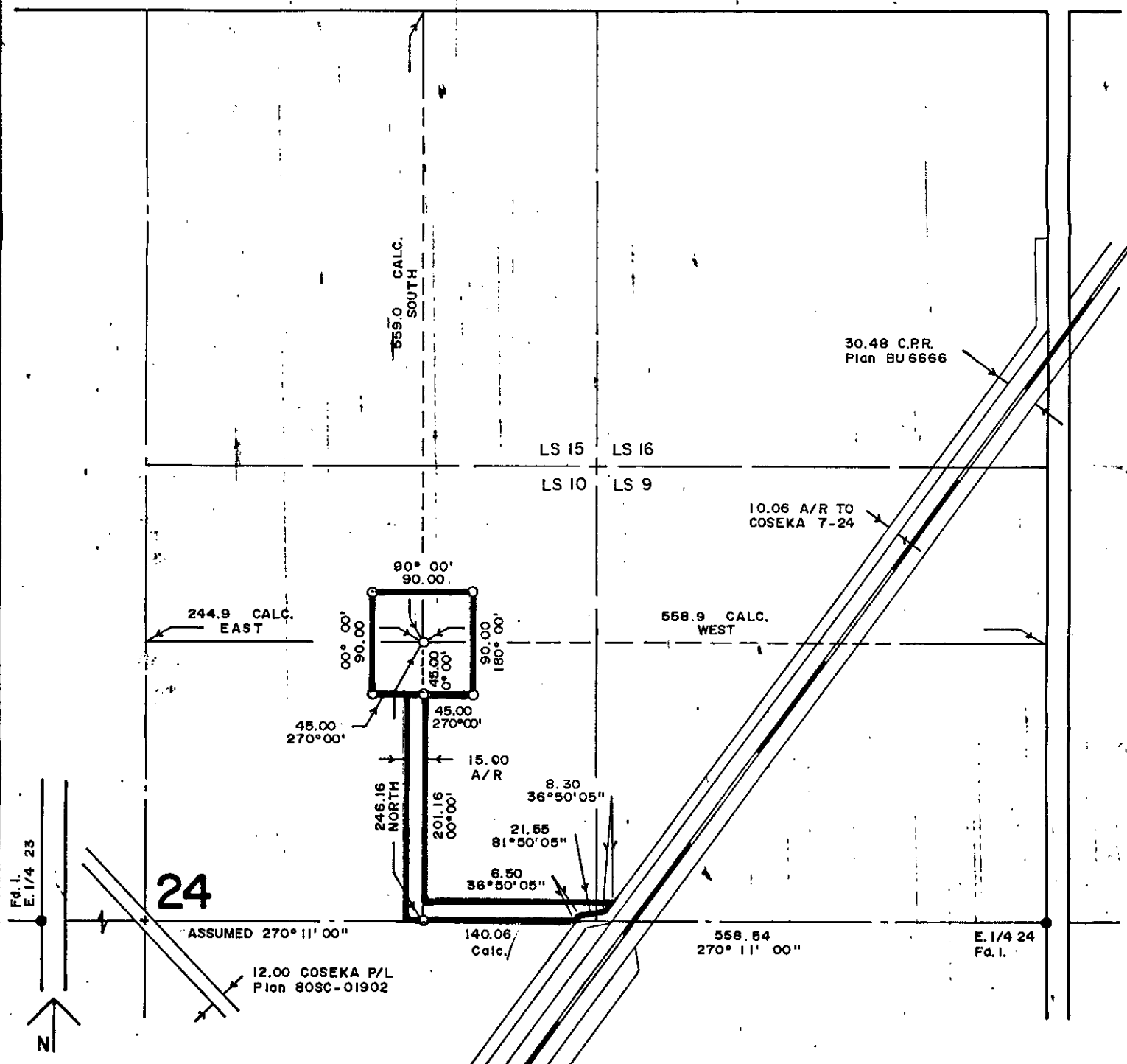
--- DENOTES 640 ACRE GAS SPACING

I/ We have no objection to the E.R.C.B. issuing a Drilling Licence.

Accepted this 26 day of October, A.D. 19 89.

WITNESS :

WITNESS :



PLAN SHOWING LOCATION OF

COSEKA ET AL HATTON 10-24-14-28

IN LSD. 10 SEC. 24 TWP. 14 RGE. 28 W.3 M.

SCALE · 1:5000

CO-ORDINATES · 559.0 S. of N. Bdy. and
558.9 W. of E. Bdy. of Sec. 24-14-28-3

I certify that the survey represented by this plan is correct
and true to the best of my knowledge and was completed
on the 30th day of October, 1989.

AREAS	ha	Ac	WELL SITE
Well Site	0.810	2.00	CORNER ELEVATIONS
Access Road	0.536	1.32	NE · 742.04
TOTAL	1.346	3.32	SE · 742.46
			SW · 742.19
			NW · 741.99

W. H. JONES

SLS

Witness

LEGEND

Survey monument found shown thus ●
30cm Iron Spike planted shown thus ○
Portions referred to shown thus _____
Distances are in metres and decimals thereof.

GROUND ELEVATION · 741.8

For COSEKA RESOURCES LIMITED



ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Job No. 89-830 Checked *Day* Date 1/11/89

REVISION

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR P.O. Box 81, GOLDEN PRAIRIE, Saskatchewan, S0N 0X0
LESSEE 1200, 521 - 3rd Avenue S.W., CALGARY, Alberta, T2P 4A9

Time of the essence

5. Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

6. This lease shall for all purposes be construed according to the laws of Saskatchewan.

Meaning of "Lessor" and "Lessee"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so

requires, and all covenants shall be construed as being joint and several

....., the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

I, ..., wife of the above (or within) named do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of, in so far as may be necessary to give effect to this lease

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.
(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessee in the presence of

COSEKA RESOURCES LIMITED

Thomas M. Brach

Robert Jones

Signed, sealed and delivered by the above named Lessor in the presence of

[Signature]

W. Hagel

WILLIAM HAGEL

CERTIFICATE

I, ..., Judge of the District Court for, (or as the case may be), do hereby certify that I have examined, wife of the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

the North East and South East Quarters of Section Twenty Four (24) in Township Fourteen (14), in Range Twenty Eight (28), West of the Third Meridian (W3M), in the Province of Saskatchewan, in the Dominion of Canada, containing Three Hundred and Twenty (320) acres, more or less, according to Dominion Government survey thereof, EXCEPTING: out of the said North East Quarter, Four and Sixty Four Hundredths (4.64) acres, more or less, and out of the said South East Quarter, Eight and Twenty Nine Hundredths (8.29) acres, more or less, taken for a Right of Way of the Canadian Pacific Railway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. BU 6666.

MINERALS IN THE CROWN

standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

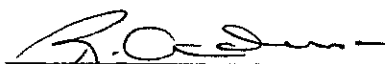
Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.

MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street

Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached To and Forming
Part of This Document

OVERLAY

The preceding page contains an overlay.

The following page reveals the portion of
the page overlaid.

This page is for information only and does not form part of
the document.

Province of Saskatchewan

The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST ~~as~~^{XX} and an estate by virtue of a Saskatchewan Surface Lease dated October 28, 1989, covering a wellsite and access road (approximately 3.32 acres) between William Hagel as Lessor and the Caveator as Lessee, a copy of which Saskatchewan Surface Lease is marked Exhibit "A" and forms a part of this Caveat.

IN THE FOLLOWING LAND, that is to say;

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

Coseka Resources Limited.
1200 Eau Claire Place II
521 Third Avenue S.W.
MY ADDRESS is Calgary, Alberta T2P 4A9

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan S4P 2H8

DATED the 12th day of December A.D. 1989
COSEKA RESOURCES LIMITED, as
Agent for the Caveator



Robin Anderson, Land Secretary

Attached
Part of T

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Robin Anderson

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 12 day of December
A.D. 1989

Robin Anderson

A Commissioner for Oaths Without the
Province of Saskatchewan
My Appointment expires March 31, 1991.
A.J. Matovich

A.D. 19

Dated

(Name of Caveator)

RECEIVED AT

DEC 18 1989

SWIFT CURRENT LAND TITLES
(the OFFICE)

Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Titles
District at Swift Current in the Province of
Saskatchewan on the 18 day of Dec.

A.D. 1989 as Number 195622839

Registrar
S.C.L.R.D.

89SC22839



Notice of Registration of Caveat

William Hagel

Golden Prairie, Sask.

Land Titles Office,

at Swift Current, Saskatchewan

October 26, 19 81

Re E¹/₂ 24-14-28 W3rd Meridian

Take notice that a Caveat made by Coseka Resources Limited

whose address for service is c/o MacPherson, Leslie and Tyreman, 2161 Scarth Street,
Regina, Sask.

and dated October 19th 19 81, wherein he claims

an interest in the above land and forbids the registration of any Transfer or other instrument affecting the

said land or the issue of a Certificate of Title therefore, except subject to his claim as therein set forth, was

registered on the 26th day of October 19 81
as No. 81-SC-12266

This land is included in Certificate of Title No. 73-SC-14149

in your name _____

[Signature]
Registar

Province of Saskatchewan
The Land Titles Act

TO THE REGISTRAR of the SWIFT CURRENT

Land Registration District

TAKE NOTICE that X COSEKA RESOURCES LIMITED, a body corporate
of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST XX by virtue of a Surface Lease in writing made
between WILLIAM HAGEL of Golden Prairie, Saskatchewan, as Lessor, and
Coseka Resources Limited, as Lessee, dated August 16, 1976 for a term of
twenty-one years therefrom, for any and all purposes and uses as may be
necessary or useful in connection with all of Coseka Resources Limited
operations.

IN THE FOLLOWING LAND, that is to say; The South East Quarter (SE/4) and the
North East Quarter (NE/4) all in Section Twenty Four (24), Township Fourteen
(14), Range Twenty Eight (28) West of the Third (W3M) Meridian, in the
Province of Saskatchewan.

Reserving Unto Her Majesty All Mines and Minerals.

being lands described in Certificate of Title, 73-SC-14149
standing in the register in the name of William Hagel

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting
of a certificate of title thereto except subject to the claim herein set forth.

COSEKA RESOURCES LIMITED
5th Floor, 300 - 5th Avenue, S.W.
Calgary, Alberta
MY ADDRESS is T2P 3C4

and my address for service of notices and processes in Saskatchewan is
c/o MacPherson, Leslie and Tyreman
2161 Scarth Street
Regina, Saskatchewan

DATED the 19th day of October A.D. 19 81 .

Thomas M. Brock

Thomas M. Brock

chg. Address #89SC15246

CANADA
PROVINCE OF SASKATCHEWAN

TO WIT:

I, Thomas M. Brock

of the City of Calgary

in the Province of Alberta, AGENT for the within named caveator, make oath and say:

1. THAT the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. THAT the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City
of Calgary
in the Province of Alberta
this 19th day of October
A.D. 1981

[Signature]

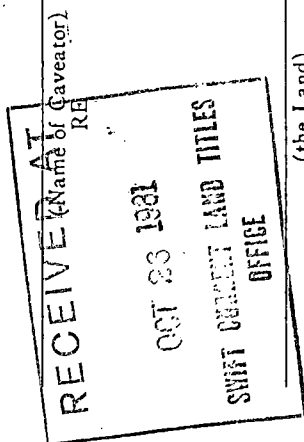
A Commissioner For Oaths
Without the Province of Saskatchewan.

My APPOINTMENT Expires December 31, 1986

[Signature: Thomas M. Brock]
A.J. MATOVICH

Dated A.D. 19

81SC12266



Caveat

WILSON STATIONERS

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of
Saskatchewan on the 26 day of Oct.
A.D. 1981 as Number 81SC12266
W.R. Heebner Registrar
S.C.L.R.O.



92 - SC — 13087

Fees		Inst. <u>Ca Law.</u>	
Total Fees _____		From <u>N.R.D.</u>	
Amt. Rec'd <u>sent</u>		Address <u>Kelly org</u>	
Balance _____		Their Reference _____	

Is Dup. C. of T. with Instrument? <u>no</u>		In Office? _____		Being Returned to above Addressee? _____	
Is Instrument Registrable? _____		Titles Affected <u>73 SC14148, 90SC00052</u>			

Encumbrances			Certificates, Notices, Required	
Title		General Register	Type	Quantity
			Abstract	
			G.R.C.	
			Uncertified Copy	✓
			Cert. Copy	
			Notices	✓

Remarks:

_____ Initials

OUR FILE REF:
#E4980

CAVEAT

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

TO THE REGISTRAR of the Swift Current Land Registration District

TAKE NOTICE THAT we, COSEKA RESOURCES LIMITED of the City of Calgary, in the Province of Alberta

CLAIMING AN INTEREST as Grantee by virtue of a Grant of Easement and Right of Way Agreement dated October 20, 1992 between WILLIAM HAGEL (Grantor) and COSEKA RESOURCES LIMITED (Grantee)

IN THE FOLLOWING LAND, that is to say: The North West Quarter of Section Thirty One (31), Township Fourteen (14), Range Twenty Seven (27), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres more or less according to Dominion Government Survey thereof. EXCEPTING THEREOUT: Ninety Six Hundredths (0.96) of an acre, more or less taken for a Roadway as shown on a Plan of Record in the Land Titles Office for the Swift Current Land Registration District as No. 61-SC-12716. As more particularly described in Certificate of Title No. 73-SC-14148.

The North East Quarter and South East Quarters of Section Twenty Four (24), Township Fourteen (14), Range Twenty Eight (28), West of the Third Meridian, Saskatchewan 320 acres. EXCEPT: Out of the North East Quarter 4.64 acres and out of the South East Quarter, 8.29 acres for Canadian Pacific Railway Right of Way Plan BU 6666. MINERALS IN THE CROWN. As more particularly described in Certificate of Title No. 90SC00052

FORBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS is: 700, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 4B2

and my address for service of notices and processes in Saskatchewan is:

COSEKA RESOURCES LIMITED
600 North Canadian Oils Building
2500 Victoria Avenue
Regina, Saskatchewan
S4P 3X2

ATTENTION: Land Administration

DATED the 19th day of November A.D., 1992

Rhonda Cardinal

Agent for: COSEKA RESOURCES LIMITED

CANADA

PROVINCE OF SASKATCHEWAN

TO WIT:

I, Rhonda Cardinal, Surface Land Secretary, of the City of Calgary, in the Province of Alberta, Agent for the within named caveator, make oath and say:

1. **THAT** the allegations in the within caveat are true in substance and in fact, to the best of my knowledge, information and belief.

2. **THAT** the claim mentioned in the within caveat is not, to the best of my knowledge, information and belief, founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in section 151 of The Land Titles Act.

SWORN before me at the City of Calgary,
in the Province of Alberta
this 19th day of November A.D., 1992

Rhonda Cardinal
RHONDA CARDINAL

Deborah Steele
DEBORAH STEELE
Commissioner for Oaths without
The Province of Saskatchewan
My Commission Expires December 31, 1993

92SC13087

RECEIVED AT
NOV 23 1902
SWIFT CURRENT LAND TITLES
OFFICE

I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District of Swift Current in the Province of
Saskatchewan on the 23 day of Nov
A.D. 1902 as Number 92SC13087
P. Karpynski
Registrar

Address	Nature of Instrument	Dup C of T Winn Y or N	Sender	Land Description



**Saskatchewan
Justice**

Instrument Work Sheet

98SC 13310

Is dup C. of T. in office? Yes No Being returned to above addressee? Yes No Is instrument registrable? Yes No Circle correct answer.	Fees	Encumbrances		Certificates, Notices, Required	
	Total Fees _____ Amt. Rec'd _____ Balance _____	Title	General Register	Type	Quantity
				Abstract	
				G.R.C.	
				Uncertified Copy	✓
				Cert. Copy	
			Notices	✓ 1	

Titles Affected 98SC00052-SE-EA

Remarks

24
Initials

LAND TITLES
FORM AA
(Section 154)
Caveat

To the Registrar: **Swift Current Land Titles District**

Take notice that We, **UNION PACIFIC RESOURCES INC.** of Box 2595, Station M Calgary, Alberta T2P 4V4 claiming an interest by virtue of a Saskatchewan Easement Agreement dated June 19th, 1998 by and between **WILLIAM HAGEL** as Grantor and **UNION PACIFIC RESOURCES INC.** as Grantee, in the S.E. ¼ 24-14-28 W3M for 160 acres as described in Certificate of Title No. 90SC00052 forbid the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto except subject to the claim herein set forth.

My address in Saskatchewan is:

c/o Gerrand & Company
Toronto Dominion Bank Building
701, 1914 Hamilton Street
Regina, Saskatchewan S4P 3N6

Dated this 06th day of October, 1998

Tina Henderson, Land Administrator
UNION PACIFIC RESOURCES INC.
By it's Agent:
Caribou Land Services Ltd.

I, Tina Henderson, Land Administrator of Caribou Land Services Ltd., agent for **UNION PACIFIC RESOURCES INC.** of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. That the allegations in the above caveat are true in substance and in fact to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not to the best of my knowledge information and belief founded upon a writing or a written order, contract or agreement for the purchase or delivery of any chattel or chattels with the prohibition contained in Section (151) of the Land Titles Act.

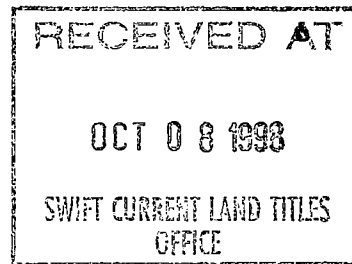
SWORN before me at the City of Calgary
in the Province of Alberta, this 06th
day of October, 1998

CAL GAZDAG

A Commissioner for Oaths in and for without the
Province of Saskatchewan
My Commission Expires: 12/31/2000

TINA HENDERSON

98SC13310



*I certify that the within instrument is duly
Entered and Registered in the Land Titles
Office for the Swift Current Land Registration
District at Swift Current in the Province of*

Saskatchewan on the...⁸...day of...^{Oct}.....

A.D. 19...⁹⁸... as Number...^{98 SC 13310}...

R. Harpinder

Registrar
S.C.L.R.D.



**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SS 3361

SASKATCHEWAN SURFACE LEASE

THIS INDENTURE made the 02 day of April, 2003

BETWEEN:

WILLIAM HAGEI
of the DISTRICT OF GOLDEN PRAIRIE

In the Province of Saskatchewan,
(hereinafter called "the Lessor")

- and -

ANADARKO CANADA CORPORATION
of the City of Calgary

In the Province of Alberta
(hereinafter called "the Lessee")

Whereas the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for transfer or otherwise), of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

6E SEC 24 TWP 14 RGE 26 W3 EXTENSION 2

as more particularly described and set forth in Certificate(s) of Title No(s). 119909886 of Record in the Land Title Office (or the Land Registration District (hereinafter referred to as "the said lands"); and

Whereas the Lessor has agreed to lease certain portions of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth.

Now therefore this lease witnesses that:

1. DEMISED PREMISES

The Lessor for the purposes and at the rent, including compensation for permanent damage, hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch or plan hereto annexed and marked "A" hereinafter called "the demised premises", to be held by the Lessee as tenant for the term of twenty-one (21) years from the date hereof for any or all of the Lessee's operations including but not limited to, a well site for the drilling of a well for oil, gas, water and/or related hydrocarbons and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon or under, across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent being as follows:

Payment in the first year by Lessee

- (a) For the first year the sum of three thousand (\$ 3000) Dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for permanent damage applied as follows:
- (i) Compensation for permanent damage one thousand three hundred (\$ 1300) Dollars.
- (ii) Rent one thousand seven hundred (\$ 1700) Dollars.

Payment in subsequent years by Lessee

- (b) For each subsequent year the sum of one thousand seven hundred (\$ 1700) Dollars payable annually in advance of the anniversary date hereof in each year during the currency hereof.

Provided that the Lessee may, from time to time and at any time, surrender any portion of the demised premises by giving one month's written notice to the Lessor to that effect and by delivering or mailing to the Lessor a sketch or plan of the portion or portions, thereof retained.

Payment for No-entry

- (c) If the demised premises covered by this lease are not entered upon, except for survey purposes, within 365 days of the date of this lease, the Lessee shall pay to the Lessor the sum of TWO HUNDRED —.00/XX (\$200.00) for the right to survey and all other inconveniences and the said lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of three thousand (\$ 3000) as previously set out, within the 90 day period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

2. THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:

Taxes, etc., payable by the Lessor

- (a) The Lessor shall pay promptly and satisfy all taxes, rates and assessment that may be assessed or levied against the said lands during the continuance of this lease.

Quiet enjoyment by Lessee

- (b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of the lease and any extension thereof.

Right to renew by Lessee

- (c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this lease at the date of expiration of the term of twenty-one (21) years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one (21) years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions, including this provision for renewal.

3. THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:**Payment of rent by Lessee**

- (a) The Lessee shall pay the rent, including compensation for permanent damage, for the first year as hereinbefore agreed and shall pay yearly in advance, the rent herein set forth for each subsequent year of the term of this lease.

Cancellation in the case of default

- (b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this agreement shall be terminated at the expiration of forty-five (45) days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this lease.

Digging of pits for mud and sludge and destruction of weeds

- (c) The Lessee shall have the right to dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations and shall not permit the same to escape onto the Lessor's land adjoining the demised premises and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the wellsite and roadway. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance the Lessee shall deliver up the demised premises in the same condition as far as may be reasonably practicable to do so as that existed immediately prior to entry thereon for the use thereof by the Lessee.

Abandonment and restoration

- (d) Upon abandonment of the well, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in compliance with the laws and regulations of Saskatchewan in that regard.

Construction of ditches and approaches where required

- (e) The Lessee shall construct any roadways with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

Fencing of well site, roadway and excavations where required

- (f) The Lessee shall, during the continuance of this lease, erect upon the boundaries of the well site and roadway proper livestock fences if so reasonably required by the Lessor and the Lessee shall, if reasonably required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling therein.

Replacement and repair of fences, guards, gates

- (g) In the use of the rights and privileges hereby granted, the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so reasonably required by the Lessor, provide proper livestock guards or gates at any point of entrance on the demised premises used by him and, if gates are installed, shall cause the same to be closed upon his use thereof.

Taxes, etc., payable by Lessee

- (h) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

Compensation for damage

- (i) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

Indemnity against actions, claims, etc.

- (j) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, its servants or agents in, under or upon the said demised premises.

4. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:**Review of rent every three years upon request of either party**

- (a) Notwithstanding anything contained in this lease, upon the request of either party to this lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three (3) years from the date hereof and at the end of each succeeding three (3) year period. Such request shall be in writing and given to the other party three months prior to the commencement of the period in respect of which the review of rent is sought or within three (3) months after the expiration of each succeeding three (3) year interval. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the Surface Rights Acquisition and Compensation Act shall apply.

Right of surrender and removal of equipment by Lessee

- (b) The Lessee shall have the right at any time, upon notice to that effect to the Lessor, to cease and use and occupation of the demised premises and in the event of the Lessee so doing, this lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessor may have placed on or in the demised premises.

Discharge of encumbrances by Lessee and reimbursement

- (c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sum accruing to the Lessor under the terms of this lease.

Rights to assign by Lessee

- (d) The Lessee may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interests obtained by or conferred upon the Lessee hereunder and may enter into all agreement, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause.

Notification of change of ownership

- (a) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee, as the case may be.

Manner of making payments

- (f) Any rent or payment required to be made to the Lessor by the Lessee under this lease may be made by sending a cheque or draft for the same payable at par to the Lessor at his address for service of notices herein provided ~~on by depositing to the Lessor's credit in the~~ (or in such other place as the Lessor may designate from time to time) the sum thereof on or before the date such rent or other payment becomes due.

Notices by Lessor and Lessee

- (g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen clear days after such notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until notice of change of address shall be:

LESSOR: WILLIAM HAGEL
BOX 81
GOLDEN PRAIRIE, SASKATCHEWAN S0N 0Y0

LESSEE: ANADARKO CANADA CORPORATION
BOX 2595, STATION "M"
CALGARY, ALBERTA T2P 4V4

Time of the essence

- (h) Time shall be in every respect of the essence of this lease.

Saskatchewan law to apply

- (i) This lease shall for all purposes be construed according to the law of Saskatchewan.

Meaning of "Lessor" and "Lessee"

- (j) The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

ANADARKO CANADA CORPORATION, the above mentioned Lessee, does hereby accept this lease of the demised premises as provided for in this lease to be held by the Lessee as tenant and subject to the conditions, restriction and covenants above set forth.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the above named Lessor
in the presence of

Witness

SEAN K. O'NEILL - WHITEHEAD

WILLIAM HAGEL

ANADARKO CANADA CORPORATION
By its Attorney-in-Fact

Witness

CONSENT OF NON-OWNING SPOUSE

I, _____ non-owning spouse of _____ consent to the attached lease. I declare that I have signed this consent for the purpose of relinquishing all my rights in the said homestead in favour of _____ so far as may be necessary to give effect to this lease.

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____ of _____ a Notary Public/Solicitor, certify that I have examined _____ non-owning spouse of _____ the owning spouse, in the attached lease, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

- (a) signed the consent to the disposition of his/her own free will and consent and without any compulsion on the part of the owning spouse, and;
- (b) understands his/her rights in the homestead.

DATED this _____ day of _____, 2009

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, SEAN K. O'NEILL - WHITEHEAD of the CITY OF CALGARY, in the Province of Alberta, LAND AGENT, make oath and say:

1. THAT I was personally present and did see **WILLIAM HAGEL**, named in the within instrument, who is/are personally known to me to be the person(s) named therein duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said **WILLIAM HAGEL**, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the CITY OF CALGARY,
in the Province of Alberta this 3 day of
April, 2003

Seán K. O'Neill - Whitehead
SEAN K. O'NEILL - WHITEHEAD

Delia J. Fenwick
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

DELIA J. FENWICK
Commissioner for Oaths without the
Province of Saskatchewan
My Commission Expires: August 31, 2005

THE HOMESTEADS ACT AFFIDAVIT

I, **WILLIAM HAGEL**, of the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, make oath and say:

1. I am the Lessor named in the attached lease.
2. My Spouse and I have not occupied the land described in this lease as our homestead at any time during our marriage; or,
3. ☒ Have no Spouse; or
4. ☒ My Spouse is a registered owner of the land that is the subject matter of the lease and a co-signatory of this lease.

SWORN before me at the **DISTRICT OF GOLDEN PRAIRIE**,
in the Province of Saskatchewan, this 02 day of
April, 2003

William Hagel
WILLIAM HAGEL

Seán K. O'Neill - Whitehead
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

SEAN K. O'NEILL-WHITEHEAD
A Commissioner for Oaths in and for
without the Province of Saskatchewan
My Commission Expires: August 31, 2005

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) _____ of the _____ in the Province of Saskatchewan, having an interest in the within lands, by virtue of an Agreement or Instrument dated the _____ day of _____ DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be affected by the above Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at the _____ in the Province of Saskatchewan, this _____ day of _____, A.D. 2003

Witness

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, _____ of the _____ in the Province of Saskatchewan, _____ make oath and say:

1. THAT I was personally present and did see _____ named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the _____
in the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for/without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

1. THAT I was personally present and did see _____, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.

2. THAT the same was executed at the CITY OF CALGARY, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

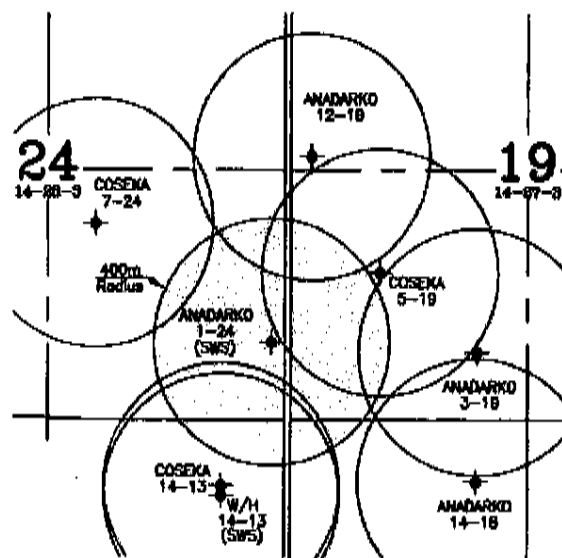
SWORN before me at the CITY OF CALGARY,)

In the Province of Alberta, this _____)

day of _____, A.D. 2003)

SHANNON SHOMODY

BERYL OSTRÖM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan

**SKETCH**

Scale 1:25,000

ANADARKO HATTON 1-24-14-28**WELL SITE****L.S. 1 Sec. 24 Twp. 14 Rge. 28 W.3 M.****ELEVATIONS:**

GROUND AT WELL LOCATION: 742.84

N.W. Corner: 740.53 N.E. Corner: 741.61

S.W. Corner: 743.94 S.E. Corner: 744.33

CO-ORDS:

Surface 250.37 N. of S. Boundary } Sec.24
 Location 45.00 W. of E. Boundary }

GEOGRAPHICAL CO-ORDS

LATITUDE 50° 10' 52.4" } NAD 83
 LONGITUDE 109° 41' 30.3" }

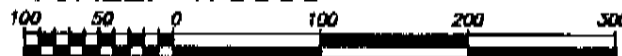
AREAS:

Well Site = .810 ha. 2.00 ac.

I certify that the survey represented by this plan
 is correct and true to the best of my knowledge and
 was completed on the 6th day of March, 2003.

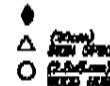
Jeffrey T. Skelton
 Saskatchewan Land Surveyor
 Jeffrey T. Skelton

Braden J. J. J.
 Witness

SCALE: 1:5000

Survey monuments found are shown thus: ♦

Survey monuments planted are shown thus: △



Portions referred to are shown thus: [hatched box]

Distances are in metres and decimals.

There are no surface improvements within 75 metres of this well location unless shown otherwise.

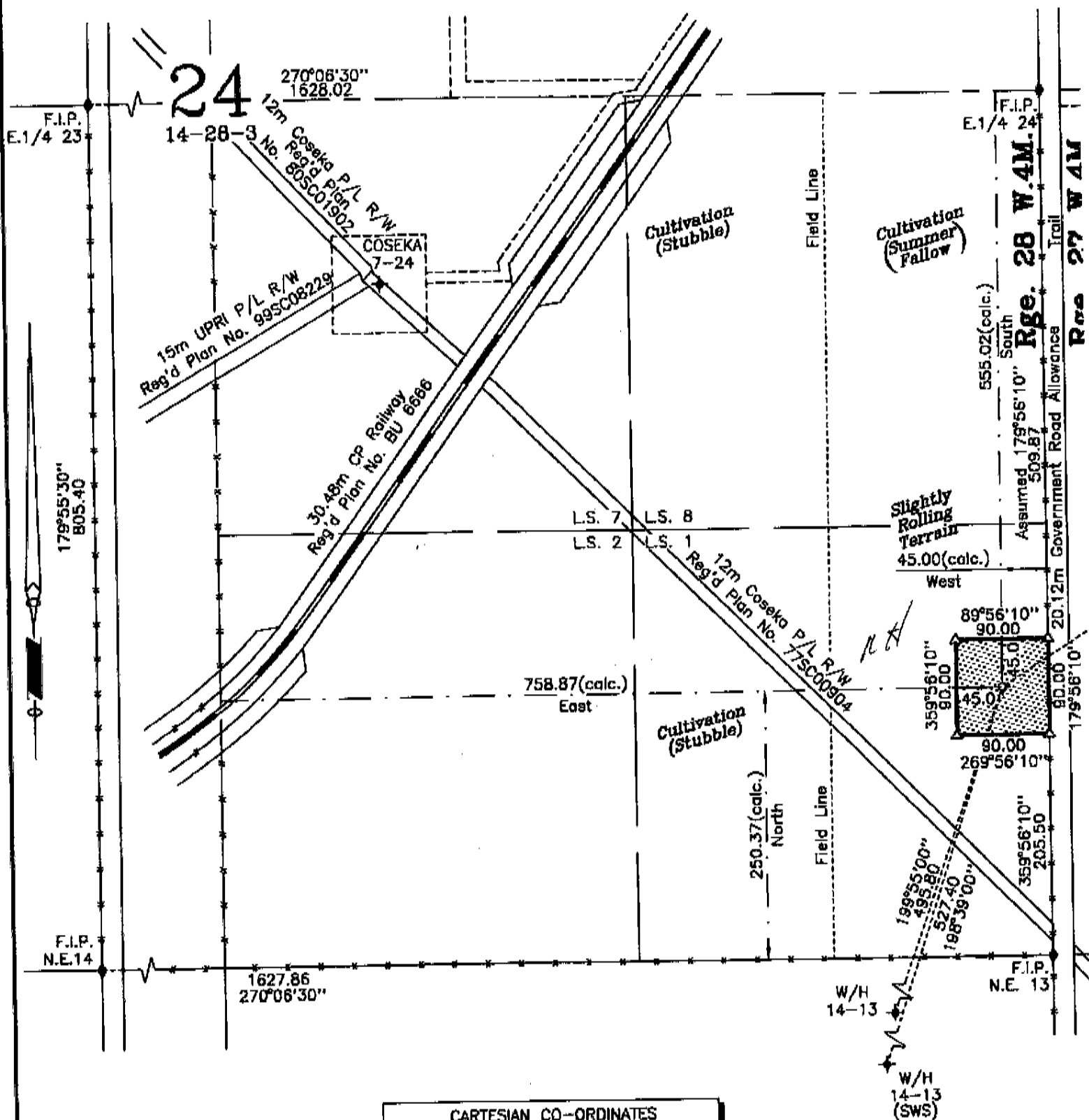
Anadarko
 Canada Corporation

DATUM:

Sask. Control Mon. No. 765907

Elev. = 819.30

REVISION		DATE	
		JOB NO. 331107790 DRAWING NO. C7790W10 PW 641	





**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.



FILE NO: SE 3357

EASEMENT

WE, WILLIAM HAGEM, of the DISTRICT OF GOLDEN PRAIRIE, in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however, to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

SE SEC 24 TWP 14 RGE 28 W3 EXTENSION 2

In the Province of Saskatchewan, as described in Certificate of Title No. 115900096 registered in the Land Titles Office for the Saskatchewan Land Registration District, hereinafter called the said lands.

In consideration of the sum of * * * One * * * (\$1.00) Dollars (receipt of which is hereby acknowledged) paid to me by ANADARKO CANADA CORPORATION hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, motors, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the lands, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15m meters in width across the said lands on or before two years from the date hereof, or should the Grantee not forward to Grantor a plan showing the said right-of-way across the said lands outlined in red thereon, on or before two years from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first; the Grantee shall pay an additional consideration to the Grantor calculated at the rate of one hundred and fifty Dollars (\$ 150) per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon. Furthermore, the Grantee shall indemnify and save harmless the Grantor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Grantee, its servants or agents in, under or upon the said lands.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interests in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the lands and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures 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 the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof, been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 02 day of April, 2003

SIGNED in the presence of:

Sean K. O'Neill - Whitehead
SEAN K. O'NEILL - WHITEHEAD

William Hagel
Grantor: WILLIAM HAGEL

Grantor:

Address:
Box 81
Golden Prairie, Saskatchewan S0N 0Y0

ANADARKO CANADA CORPORATION
By Its Attorney-in-Fact

Per: _____

Per: _____

Address:
5th Ave. Place, 425 - 1st Street S.W., Box 2595, Station "M"
Calgary, Alberta T2P 4V4

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the attached disposition, I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of _____ to the extent necessary to give effect to this Grant of Easement and Right-of-Way Agreement.

Signature of Non-owning Spouse

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, a Notary Public, certify that I have examined _____, non-owning spouse of _____, the owning spouse, in the attached Grant of Easement and Right-of-Way, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Grant of Easement and Right-of-Way, and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED at _____, in the Province of Saskatchewan, this _____ day of _____, 2003

A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN
MY APPOINTMENT EXPIRES: _____

HOMESTEADS AFFIDAVIT

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, **WILLIAM HAGEL**, of the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Grantor named in the within Grant of Easement and Right-of-Way.
2. My spouse and I have not occupied the lands described in this disposition as our homestead at any time during our marriage.
3. ~~I have no spouse.~~
4. ~~My spouse is a registered owner of the lands that is the subject matter of this disposition and a co-signor of this disposition.~~

SWORN before me at the **DISTRICT OF GOLDEN PRAIRIE**,
in the Province of Saskatchewan, this 02
day of April, 2003

Seamus O'Neill-Whithead
A COMMISSIONER FOR OATHS in and for/without
the Province of Saskatchewan

SEAN K. O'NEILL-WHITEHEAD
A Commissioner for Oaths in and for
/without the province of Saskatchewan
My Commission Expires Sept.30, 2005

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT

AFFIDAVIT OF EXECUTION

I, **SEAN K. O'NEILL-WHITEHEAD**, of the **CITY OF CALGARY**,
in the Province of Alberta, **LAND AGENT**, MAKE OATH AND SAY:

1. That I was personally present and did see **WILLIAM HAGEL**, named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the **DISTRICT OF GOLDEN PRAIRIE**, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said **WILLIAM HAGEL**, and he/she is (they are), in my belief, of the full age of eighteen years.

SWORN before me at the **CITY OF CALGARY**,
in the Province of Alberta, this 4
day of April, 2003

Debra L. Loxton
A Commissioner for Oaths in and for/without the
Province of Saskatchewan

Seamus O'Neill-Whithead
SEAN K. O'NEILL-WHITEHEAD

DEBRA LOXTON
A Commissioner for Oaths in and for/without
the Province of Saskatchewan
My Commission Expires August 31, 2004

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) _____, of the _____, in the Province of Saskatchewan,
having an interest in the within lands, by virtue of an Agreement or instrument dated the _____ day of _____, DO
HEREBY AGREE that all my (our) rights, interest and estate which are, or may be affected by the above Easement shall be fully bound by all the
terms and conditions thereof both now and hereafter.

DATED at the _____, in the Province of Saskatchewan, this _____ day of _____, A.D.
2003

Witness

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, _____, of the _____, in the Province of Saskatchewan,
make oath and say:

1. THAT I was personally present and did see _____ named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the _____, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the _____
in the Province of Saskatchewan, this _____
day of _____, A.D. 2003

A Commissioner for Oaths, in and for/without the
Province of Saskatchewan

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF EXECUTION

I, SHANNON SHOMODY, of the CITY OF CALGARY, in the Province of Alberta, LAND ADMINISTRATOR, make oath and say:

1. THAT I was personally present and did see _____, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.

2. THAT the same was executed at the CITY OF CALGARY, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____ and he (or she) is, (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the CITY OF CALGARY,

)

in the Province of Alberta, this _____

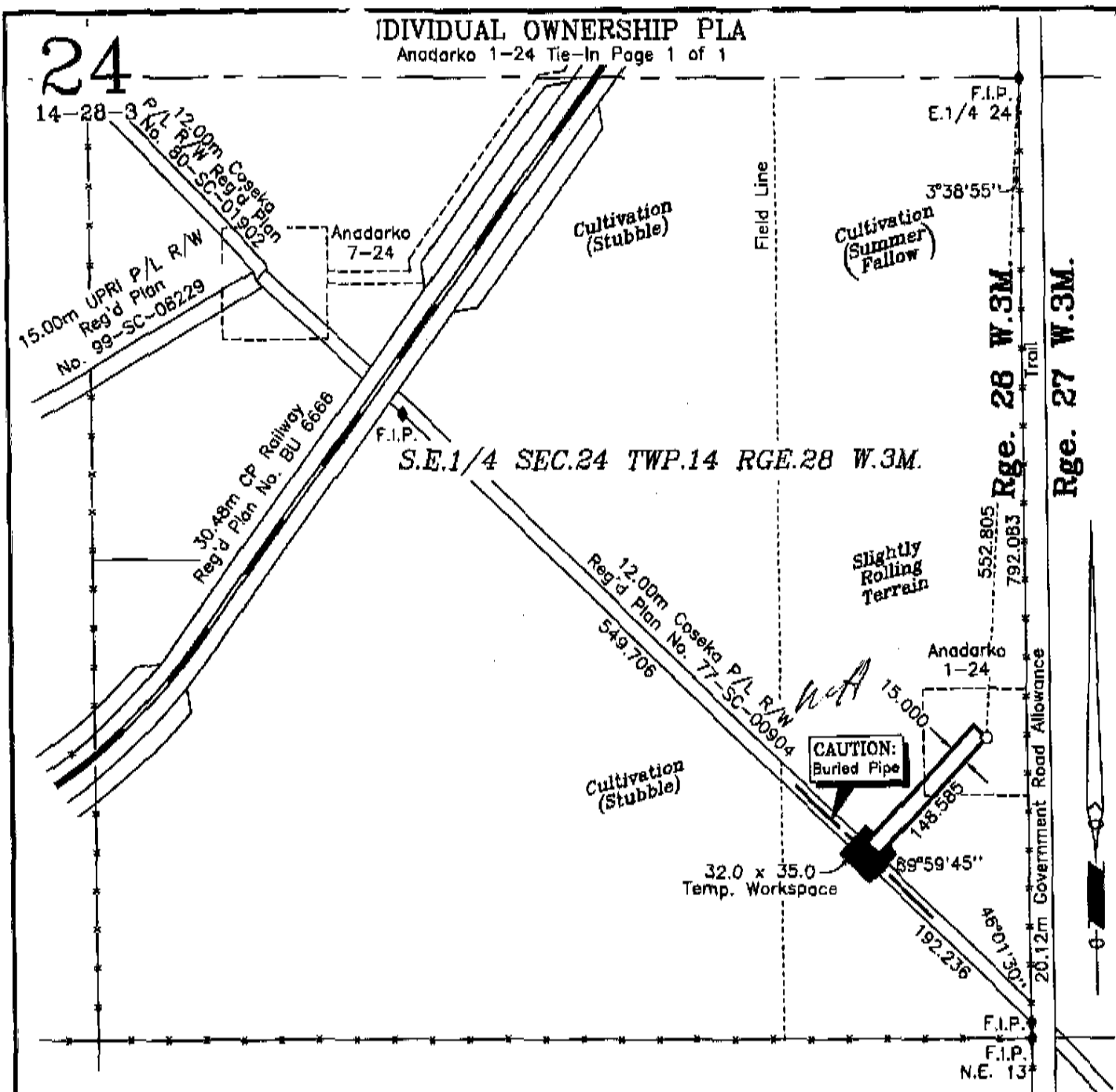
)

day of _____, A.D. 2003

)

SHANNON SHOMODY

BERYL OSTROM, Commission Expires: 07/31/2003
A Commissioner for Oaths without the Province of Saskatchewan



Length of R/W: ±137m

SURVEY MONUMENTS FOUND SHOWN THUS: ♦
SURVEY MONUMENTS PLANTED SHOWN THUS: ○ ●
DISTANCES ARE IN METRES AND DECIMALS THEREOF.
PORTIONS REFERRED TO ARE SHOWN THUS:

OWNER(S) WILLIAM HAGAL

C. of T. 90SC00052

AREA REQUIRED :

PIPELINE R/W 0.205 ha./ 0.51 Ac.

TEMP. WORKSPACE 0.097 ha./ 0.24 Ac.

CERTIFIED CORRECT, March 13th, 2003.

S. J. Stet
SASKATCHEWAN LAND SURVEYOR

REVISION		
No.	Description	Date
1	Amended meridian description	Mar.31/03



INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT-OF-WAY

IN

S.E.1/4 SEC.24 TWP.14 RGE.28 W.3M.



MCILHENNEY LAND SURVEYS (ALTA) LTD.
430, 889-88th STREET S.W.
CALGARY, ALBERTA
T(403)245-4711 F(403)228-9150

SCALE : 1:5000

ANADARKO File No.: SE 3357

DATE : Mar. 13/03

FILE No. : 331107790

REVISION : 1

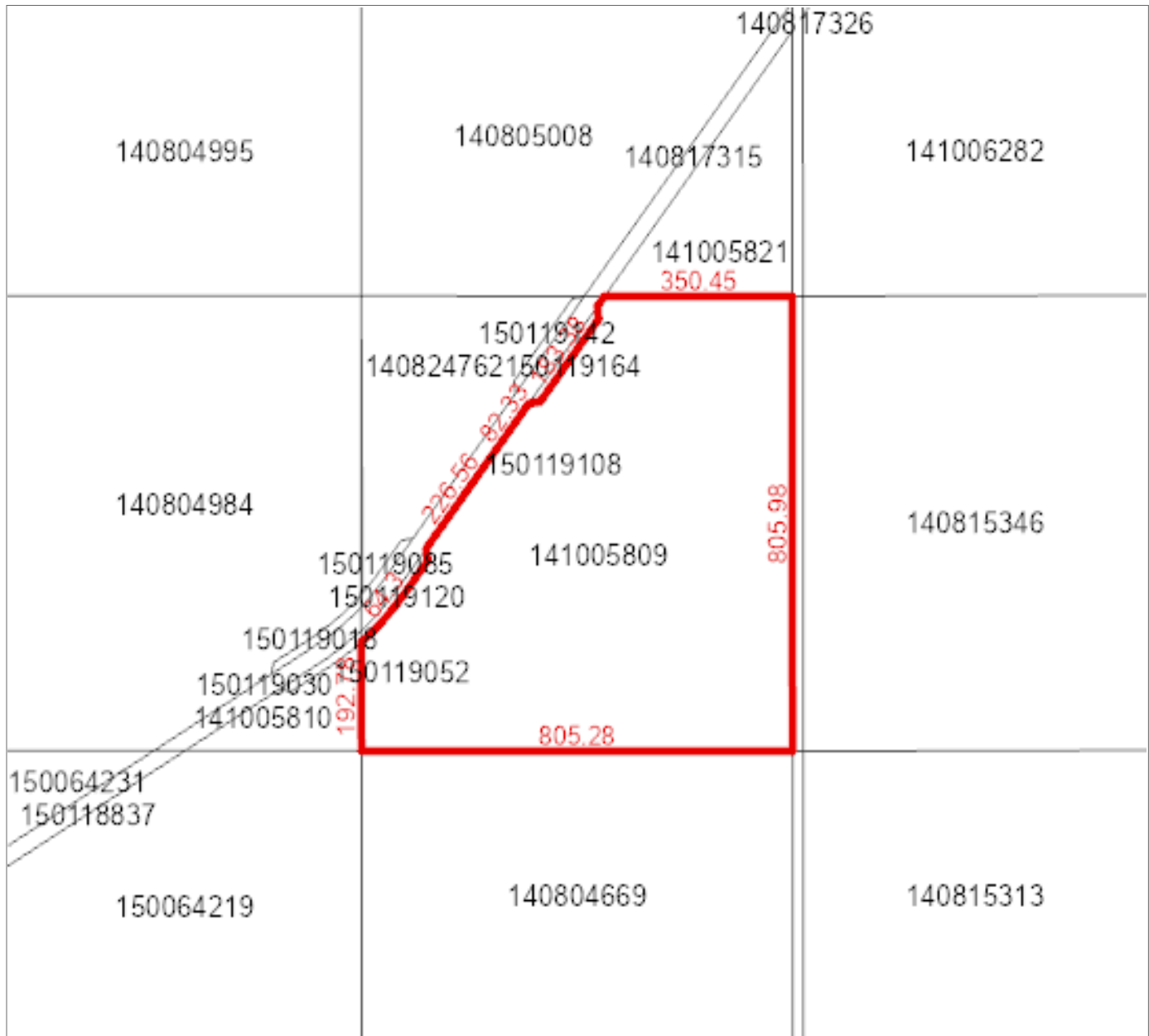
DWG. No. : C7790i10

PH
BAJ



Surface Parcel Number: 141005809

REQUEST DATE: Mon Jan 26 11:08:43 GMT-06:00 2026



Owner Name(s) : Blakley, Charlene, Hagel, William, Ziebart, Brenda

Municipality : RM OF ENTERPRISE NO. 142

Area : 50.484 hectares (124.75 acres)

Title Number(s) : 152733764

Converted Title Number : 90SC00052

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 24-14-28-3 Ext 2

Source Quarter Section : SE-24-14-28-3

Commodity/Unit : Not Applicable

Property Report

Print Date: 26-Jan-2026

Page 1 of 2

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124300

PID: 2561199



Civic Address:

Legal Location: Qtr SE Sec 24 Tp 14 Rg 28 W 3 Sup 00

Supplementary: EXCEPT: RR
ISC 140824762 (27.45 AC)
ISC 141005809 (124.75 AC)

Title Acres: 152.20

School Division: 211

Neighbourhood: 142-100

Overall PUSE: 2000

Call Back Year:

Reviewed: 15-May-2023

Change Reason: Reinspection

Year / Frozen ID: 2025/-32560

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
108.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,733.51
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final	46.10
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98			
		Soil association 2	HR - [HAVERHILL]				
		Soil texture 3	L - [LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				
36.00	K - [CULTIVATED]	Soil association 1	FX - [FOX VALLEY]	Topography	T2 - Gentle Slopes	\$/ACRE	1,822.87
		Soil texture 1	CL - [CLAY LOAM]	Stones (qualities)	S1 - None to Few	Final	48.48
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]	Man made hazard RR/RD: Railroad/Road Rate: 0.98			
		Soil association 2	AD - [ARDILL]				
		Soil texture 3	CL - [CLAY LOAM]				
		Soil texture 4					
		Soil profile 2	OR12 - [CHERN-ORTH (CA 12+)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
8	WS & WN

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$252,900		1	Other Agricultural	55%	\$139,095				Taxable
Total of Assessed Values:	\$252,900				Total of Taxable/Exempt Values:	\$139,095				

Municipality Name: RM OF ENTERPRISE (RM)

Assessment ID Number : 142-000124300

PID: 2561199