

*Please note we are doing our best to clean up the title as there is no longer surface lease compensation paid on the land. We have been advised that "all the wells were closed and cemented in. There is inactive pipelines on this quarter which the surface rights board said if [anyone] wanted to build where these oil lines are they would remove them free of charge".

STATUS OF TITLE

Title Number **2964118/2**
Title Status **Accepted**
Client File



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

HAROLD THOMAS VELDHUIS AND DONNA CAROLE VELDHUIS

ARE REGISTERED OWNERS AS JOINT TENANTS SUBJECT TO SUCH ENTRIES
RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

***The north west out of:**

THE N 1/2 OF SECTION 26-10-26 WPM

EXC FIRSTLY: OUT OF THE NW 1/4 OF SAID SECTION, LOT 1 PLAN 63341 BLTO

SECONDLY: ROAD PLAN 1043 BLTO

AND THIRDLY: ALL MINES AND MINERALS AND RELATED HYDROCARBONS AS SET
FORTH IN TRANSFER 91114

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

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **13769/2**
Instrument Status: **Accepted**

Registration Date: ~~1912-12-08~~
From/By: ~~C.P.R. CO.~~
To:

Amount:
Notes: **NE 1/4**
Description: **No description**

Instrument Type: **Caveat**
Registration Number: **60675/2**
Instrument Status: **Accepted**

Registration Date: 1942-08-07
From/By: MANITOBA POWER COMMISSION
To:

Amount:
Notes: **PART**
Description: **No description**

Instrument Type: **Caveat**
Registration Number: **74843/2**
Instrument Status: **Accepted**

Registration Date: 1949-01-18
From/By: RIO BRAVO OIL CO. LTD.
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
91-3213/2	Assignment Of Caveat	Accepted
91-3214/2	Assignment Of Caveat	Accepted
1423669/2	Assignment Of Caveat	Accepted

~~Instrument Type: **Miscellaneous**~~
~~Registration Number: **96844/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 1953-09-26~~
~~From/By: MANITOBA POWER COMMISSION~~
~~To:~~

~~Amount:~~
~~Notes: NE 1/4~~
~~Description: RIGHT OF WAY AGREEMENT~~

Instrument Type: **Caveat**
Registration Number: **98426/2**
Instrument Status: **Accepted**

Registration Date: 1953-12-28
From/By: TRANS-FIELD DEVELOPMENTS LTD.
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **102395/2**
Instrument Status: **Accepted**

Registration Date: 1954-09-14
From/By: CANADIAN SUPERIOR OIL OF CALIFORNIA LTD.
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Miscellaneous**
Registration Number: **107212/2**
Instrument Status: **Accepted**

Registration Date: 1955-06-03
From/By: TRANS-PRAIRIE PIPELINES LTD.
To:

Amount:
Notes: PT PINK ON PL 719
Description: GRANT OF RIGHT OF USER

~~Instrument Type: **Caveat**~~
~~Registration Number: **R4438/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 1958-08-29~~
~~From/By: THE TOWN OF VIRDEN~~
~~To:~~

~~Amount:~~
~~Notes: NE 1/4~~
~~Description: No description~~

Instrument Type: **Caveat**
Registration Number: **R9401/2**
Instrument Status: **Accepted**

Registration Date: 1959-06-05
From/By: LANDA OIL COMPANY
To:

Amount:
Notes: NW 1/4
Description: No description

Instrument Type: **Caveat**
Registration Number: **R9403/2**
Instrument Status: **Accepted**

Registration Date: 1959-06-05
From/By: LANDA OIL COMPANY
To:

Amount:
Notes: NW 1/4
Description: No description

~~Instrument Type: **Caveat**~~
~~Registration Number: **R41546/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 1964-12-16~~
~~From/By: JENNINGS-DRILLING CO. LTD.~~
~~To:~~

~~Amount:~~
~~Notes: NE 1/4~~
~~Description: No description~~

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R41547/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1964-12-16
~~From/By:~~ RUNDLE-PETROLEUMS LTD.
~~To:~~

~~Amount:~~
~~Notes:~~ NE-1/4
~~Description:~~ No description

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R47590/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1965-10-27
~~From/By:~~ CHEVRON STANDARD LTD.
~~To:~~

~~Amount:~~
~~Notes:~~ No notes
~~Description:~~ No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
84-7161/2	Assignment Of Caveat	Accepted
1149250/2	Assignment Of Caveat	Accepted
1338289/2	Assignment Of Caveat	Accepted

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R69017/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1969-01-16
~~From/By:~~ CMS-PETROLEUM CORP LTD.
~~To:~~

~~Amount:~~
~~Notes:~~ NE-1/4
~~Description:~~ No description

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R70250/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1969-04-21
~~From/By:~~ N.W. TAYLOR EXPLORATION LTD.
~~To:~~

~~Amount:~~
~~Notes:~~ NE 1/4
~~Description:~~ No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
91-7977/2	Assignment Of Caveat	Accepted

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R71066/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1969-06-18
~~From/By:~~ THE TORONTO DOMINION BANK
~~To:~~

~~Amount:~~
~~Notes:~~ NE 1/4
~~Description:~~ No description

~~Instrument Type:~~ **Caveat**
~~Registration Number:~~ **R71646/2**
~~Instrument Status:~~ **Accepted**

~~Registration Date:~~ 1969-07-28
~~From/By:~~ TRITON OIL AND GAS CORPORATION
~~To:~~

~~Amount:~~
~~Notes:~~ NW 1/4
~~Description:~~ No description

Instrument Type: **Caveat**
Registration Number: **R75825/2**
Instrument Status: **Accepted**

Registration Date: 1970-03-30
From/By: FRANCANA OIL & GAS LTD.
To:

Amount:
Notes: NE-1/4
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
92-11669/2	Assignment Of Caveat	Accepted
95-11096/2	Assignment Of Caveat	Accepted
1267085/2	Assignment Of Caveat	Accepted
1393446/2	Assignment Of Caveat	Accepted
1400979/2	Change Of Address	Accepted

Instrument Type: **Assignment Of Caveat**
Registration Number: **84-7161/2**
Instrument Status: **Accepted**

Registration Date: 1984-08-27
From/By:
To: CHEVRON CANADA RESOURCES LIMITED

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **91-708/2**
Instrument Status: **Accepted**

Registration Date: 1991-01-23
From/By: OMT OIL LTD.
To:

Amount:
Notes: LSD 11
Description: No description

Instrument Type: **Caveat**
Registration Number: **91-709/2**
Instrument Status: **Accepted**

Registration Date: 1991-01-23
From/By: OMT OIL LTD.
To:

Amount:
Notes: LSD 12
Description: No description

Instrument Type: **Caveat**
Registration Number: **91-710/2**
Instrument Status: **Accepted**

Registration Date: 1991-01-23
From/By: OMT OIL LTD.
To:

Amount:
Notes: LSD 13
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **91-3213/2**
Instrument Status: **Accepted**

Registration Date: 1991-04-08
From/By:
To: 158435 CANADA LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **91-3214/2**
Instrument Status: **Accepted**

Registration Date: 1991-04-08
From/By:
To: CORVAIR OILS LTD.

Amount:
Notes: No notes
Description: No description

~~Instrument Type: **Assignment Of Caveat**~~
~~Registration Number: **91-7977/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 1991-08-28~~
~~From/By:~~
~~To: CORVAIR OILS LTD.~~

~~Amount:~~
~~Notes: No notes~~
~~Description: No description~~

Instrument Type: **Assignment Of Caveat**
Registration Number: **92-11669/2**
Instrument Status: **Accepted**

Registration Date: 1992-11-02
From/By:
To: CALEX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **95-11096/2**
Instrument Status: **Accepted**

Registration Date: 1995-10-02
From/By:
To: TUNDRA OIL AND GAS LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1051337/2**
Instrument Status: **Accepted**

Registration Date: 1998-09-23
From/By: MTS COMMUNICATIONS INC.
To:

Amount:
Notes: PART
Description: RIGHT-OF-WAY AGREEMENT DATED 6 MAY 1993

Instrument Type: **Caveat**
Registration Number: **1105398/2**
Instrument Status: **Accepted**

Registration Date: 2001-12-13
From/By: CHEVRON-CANADA-LIMITED
To: KATHY HARVEY AS AGENT

Amount:
Notes: NE-1/4
Description: RIGHT-OF-WAY AGRT—NO TERM DATED 12 JUNE 2001

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1149250/2	Assignment Of Caveat	Accepted
1338287/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1105400/2**
Instrument Status: **Accepted**

Registration Date: 2001-12-13
From/By: CHEVRON-CANADA-LIMITED
To: KATHY HARVEY AS AGENT

Amount:
Notes: NE-1/4
Description: MANITOBA SURFACE LEASE—30-YEAR TERM DATED 12 JUNE 2001

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1149250/2	Assignment Of Caveat	Accepted
1338290/2	Assignment Of Caveat	Accepted

Instrument Type: Assignment Of Caveat
Registration Number: 1149250/2
Instrument Status: Accepted

Registration Date: 2004-08-03
From/By: CHEVRON-CANADA-LIMITED
To: ENERPLUS ECT-RESOURCES-LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: Caveat
Registration Number: 1178448/2
Instrument Status: Accepted

Registration Date: 2006-03-07
From/By: ENERPLUS ECT-RESOURCES-LTD.
To: CHARLES-MURTON-AS-AGENT

Amount:
Notes: NE 1/4
Description: BY VIRTUE OF A MB EASEMENT DATED 26-OCT-2005

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338285/2	Assignment Of Caveat	Accepted

Instrument Type: Assignment Of Caveat
Registration Number: 1267085/2
Instrument Status: Accepted

Registration Date: 2010-06-17
From/By: FUNDRA OIL & GAS LIMITED
To: ARC-RESOURCES-LTD

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1304297/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-16
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: NE 1/4
Description: SURFACE LEASE EFFECTIVE 17 FEBRUARY 2008; 21 YEAR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338194/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1304298/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-16
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: NE 1/4
Description: SURFACE LEASE EFFECTIVE 1 JANUARY 2008; 21 YEAR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338192/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1304299/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-16
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: NE 1/4
Description: SURFACE LEASE EFFECTIVE 10 MARCH 2008; 21 YEAR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338190/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1304300/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-16
From/By: ENERPLUS CORPORATION
To:

Amount:
Notes: NE 1/4
Description: SURFACE LEASE EFFECTIVE 12 JUNE 2008; 21 YEAR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338188/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1309979/2**
Instrument Status: **Accepted**

Registration Date: **2012-04-04**
From/By: **ENERPLUS CORPORATION**
To:

Amount:
Notes: **NE 1/4**
Description: **SURFACE LEASE EFFECTIVE 25 FEB 2008; 21 YEAR TERM**

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1338196/2	Assignment Of Caveat	Accepted

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338188/2**
Instrument Status: **Accepted**

Registration Date: **2013-05-27**
From/By: **ENERPLUS CORPORATION**
To: **COREX RESOURCES LTD.**

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338190/2**
Instrument Status: **Accepted**

Registration Date: **2013-05-27**
From/By: **ENERPLUS CORPORATION**
To: **COREX RESOURCES LTD.**

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338192/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-27
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338194/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-27
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338196/2**
Instrument Status: **Accepted**

Registration Date: 2013-05-27
From/By: ENERPLUS CORPORATION
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338285/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338287/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338289/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1338290/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1342680/2**
Instrument Status: **Accepted**

Registration Date: 2013-07-29
From/By: COREX RESOURCES LTD.
To: DAYLENE BOULDING, AGENT

Amount:
Notes: NE 1/4
Description: LEASE EXPIRES; 2034/07/21

Instrument Type: **Caveat**
Registration Number: **1343963/2**
Instrument Status: **Accepted**

Registration Date: 2013-08-16
From/By: COREX RESOURCES LTD.
To: THERESA JANZEN AS AGENT

Amount:
Notes: NE 1/4
Description: STATUTORY EASEMENT

Instrument Type: **Mortgage**
Registration Number: **1355217/2**
Instrument Status: **Accepted**

Registration Date: 2014-03-04
From/By: HAROLD THOMAS VELDHIJS AND DONNA CAROLE VELDHIJS
To: SUNRISE CREDIT UNION LIMITED

Amount: \$300,000.00
Notes: No notes
Description: No description

~~Instrument Type: **Assignment Of Caveat**~~
~~Registration Number: **1393446/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 2016-02-17~~
~~From/By: ARC RESOURCES LTD~~
~~To: COREX RESOURCES LTD~~

~~Amount:~~
~~Notes: No notes~~
~~Description: No description~~

~~Instrument Type: **Change Of Address**~~
~~Registration Number: **1400979/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 2016-07-07~~
~~From/By: COREX RESOURCES LTD.~~
~~To:~~

~~Amount:~~
~~Notes: No notes~~
~~Description: No description~~

Instrument Type: **Assignment Of Caveat**
Registration Number: **1423669/2**
Instrument Status: **Accepted**

Registration Date: 2017-11-03
From/By: TUNDRA OIL & GAS LIMITED
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: No description

~~Instrument Type: **Easement**~~
~~Registration Number: **1443140/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 2019-03-13~~
~~From/By: Harold Thomas Veldhuis and Donna Carole Veldhuis~~
~~To: Corex Resources Ltd.~~

~~Amount:~~
~~Notes: NE-26~~
~~Description: Statutory Easement~~

~~Instrument Type: **Easement**~~
~~Registration Number: **1444330/2**~~
~~Instrument Status: **Accepted**~~

~~Registration Date: 2019-04-16~~
~~From/By: Harold Thomas Veldhuis and Donna Carole Veldhuis~~
~~To: Corex Resources Ltd.~~

~~Amount:~~
~~Notes: NE-1/4~~
~~Description: No description~~

3. ADDRESSES FOR SERVICE

HAROLD THOMAS VELDHUIS
BOX 638
VIRDEN MB
R0M 2C0

DONNA CAROLE VELDHUIS P.O. BOX 638 VIRDEN MB R0M 2C0	
4. TITLE NOTES	No title notes
5. LAND TITLES DISTRICT	Brandon
6. DUPLICATE TITLE INFORMATION	Duplicate not produced
7. FROM TITLE NUMBERS	1876437/2 Balance
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS	No real property application or grant information
9. ORIGINATING INSTRUMENTS	Instrument Type: Request To Issue Title - Internal Registration Number: 1433659/2 Registration Date: 2018-07-17 From/By: HAROLD THOMAS VELDHUIS AND DONNA CAROLE VELDHUIS To: Amount:
10. LAND INDEX	NE 26-10-26W EXC RD PL 1043 & M&M NW 26-10-26W EXC LOT 1 PL 63341, RD PL 1043 & M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 2964118/2

The Real Property Act

3. William David Gallis

of the City of Winnipeg

in the Province of Manitoba, Secretary of The Manitoba Power Commission, make oath and say as follows:

1. I am the Agent and Secretary of The Manitoba Power Commission, the within named Caveator, and have full knowledge of the matters herein referred to.
2. I believe that The Manitoba Power Commission has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact.

Sworn before me at the City of Winnipeg, in the Province of Manitoba, this 29 day of July, A.D. 1942.

Wm. D. Gallis

A Commissioner for Oaths in and for the Province of Manitoba. My Commission expires 15th July 1944

60675

Dated July 29th 1942
218 Portage Ave. Winnipeg
The Real Property Act

TRAFFORD TAYLOR, K.C.
 BARRISTER SOLICITOR
 218 PORTAGE BLDG., WINNIPEG, MAN.
THE MANITOBA POWER COMMISSION
 400 MOUNTAIN BLDG., WINNIPEG, MAN.

VS.
Estate of George Edgar Lasky and Dale & Norton Street Company.

Caveat Forbidding Registration
 V1062.

MICRO-FILMED

LAND TITLES
 OFFICE
 AUG 17 1942
 WINNIPEG, MAN.

F. TRAFFORD TAYLOR, K.C.
 BARRISTER, SOLICITOR, ETC.
 400 Montreal Trust Bldg., 218 Portage Ave.
 WINNIPEG, MANITOBA

No.	60675 Caveat
from	Manitoba Power Commission
I certify that this instrument was presented for registration on	
	August 1942: 10-03 am
and that the same has been registered in the LAND TITLES OFFICE at	
	WINNIPEG
and a memorial thereof endorsed on	
	Cert. of Title No. V1062.
	<i>E. J. J.</i>
	DISTRICT REGISTRAR

The Real Property Act

To the District Registrar of the Land Titles District of *Brandon*.

Take Notice that THE MANITOBA POWER COMMISSION

claims an equitable estate or interest in an estate, in fee simple, in possession in the undermentioned land by virtue of ~~an~~ Agreements in writing, dated the *8th & 23rd* days of

July, respectively

A.D. 19*42*, made between the said THE MANITOBA POWER

COMMISSION and *Sarah Lashy, Widow and Executrix of the Estate of George Edgar Lashy late*

of the *Town* of *Warden* in Manitoba, Deceased, and *Sheriff & Auction Trust Company of Winnipeg* are Manitoba, Mortgagees.

a true and correct copy of which said Agreements is hereto attached, granting a free and uninterrupted Right-of-Way or Easement, in, over and upon, and use of the said undermentioned land, which is described as follows:

In the Province of Manitoba, and being composed of all that portion of *Firstly*:-
The most Southerly sixteen "16" feet in depth of the North West Quarter of Section Twenty six "26", Township Ten "10", Range Twenty six "26" West of the Principal Meridian in Manitoba. Secondly:- The most Southerly sixteen "16" feet in depth of the most Westerly Six Hundred and Seventy "670" feet in width of the North East Quarter of Section Twenty six "26", Township Ten "10", Range Twenty six "26" West of the Principal Meridian in Manitoba. Thirdly:- The most Easterly sixteen "16" feet in width of the most Westerly Six Hundred and Eighty six "686" feet in width of the said North East Quarter of Section Twenty six "26" Township Ten "10", Range Twenty six "26" West of the Principal Meridian in Manitoba. Taken for the purpose of a Transmission Line.

Warden, Manitoba
Address of Registered Owner

standing in the Register in the name of *George Edgar Lashy*

of the *Warden* in Manitoba,
Farmer

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

It appoints the office of The Manitoba Power Commission, 146-8 Notre Dame Avenue East, Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served.

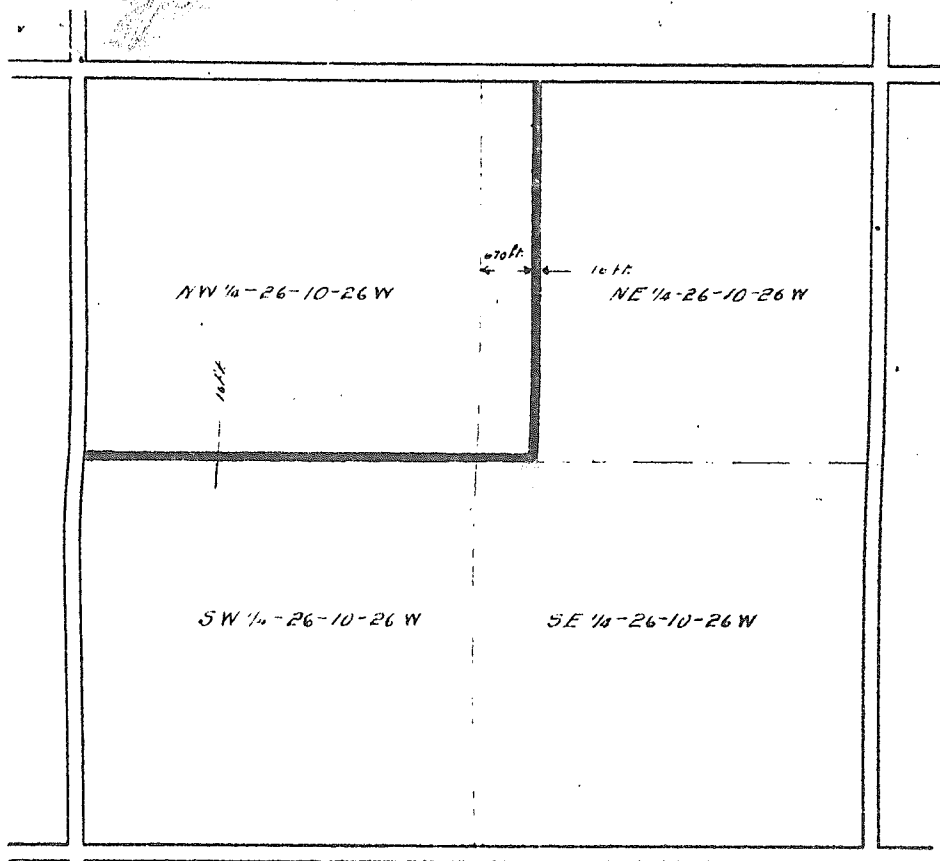
Dated this *29th* day of *July* one thousand nine hundred and *forty-two*.

Signed in the presence of

THE MANITOBA POWER COMMISSION

Herbert Chapman
(Chairman)

W. D. Gallie
(Secretary)



DESCRIPTION OF PROPERTY OVER WHICH EASEMENT IS GIVEN:-

Firstly:- The most southerly Sixteen "76" feet in depth of the North West Quarter of Section Twenty Six "26", Township Ten "10" Range Twenty Six "26" West of the Principal Meridian in Manitoba.

Secondly:- The most southerly Sixteen "76" feet in depth of the most Westerly Six Hundred and Seventy "670" feet in width of the North East Quarter of Section Twenty Six "26", Township Ten "10", Range Twenty Six "26", West of the Principal Meridian in Manitoba.

Thirdly:- The most Easterly Sixteen "76" feet in width of the most Westerly Six Hundred and Eighty Six "686" feet in width of the said North East Quarter of Section Twenty Six "26" Township Ten "10" Range Twenty Six "26" West of the Principal Meridian in Manitoba.

Drawn by *M.H.*
 Traced by
 Checked by *[Signature]*
 Approved by *[Signature]*

MANITOBA POWER COMMISSION

Date *April 22 1942*

Instrument No. 5760
Reference No. T. 2385

Know all men by these presents that the Osler & Nanton Trusts Co., the undersigned, the Mortgagee named in a certain Mortgage, registered in the Brandon Land Titles Office on March 3rd, 1926, at 1:15 P.M., as Number V 3407, of the following described lands:

Firstly: The most Southerly Sixteen (16) feet in depth of the North-west Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26) West of the Principal Meridian in Manitoba;

Secondly: The most Southerly Sixteen (16) feet in depth of the most Westerly Six Hundred and Seventy (670) feet in width of the North-east Quarter of Section Twenty-six (26), Township Ten (10) Range Twenty-six (26), West of the Principal Meridian in Manitoba.

Thirdly: The most Easterly Sixteen (16) feet in width of the most Westerly Six hundred and Eighty-six (686) feet in width of the said North-east Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26) West of the Principal Meridian in Manitoba, taken for the purpose of a Transmission line joins in a certain Grant of Right of Way, Easement or License in writing under seal, dated July 8th, 1942, made between the registered owner of said lands, one, Sarah Lasby, Widow and Executrix of George Edgar Lasby of the town of Virden in Manitoba, Farmer, as GRANTOR, of the One Part, and The Manitoba Power Commission, as GRANTEE, of the Other Part, for the purpose of granting, and doth hereby grant to the said Grantee, on priority over its interest in the said lands, by virtue of the said Mortgage, and doth hereby postpone the said Mortgage and all its right title and interest thereunder in and to the said lands, to the said Grantee of Right-of-Way to the Grantee, in the same manner and to the same effect as if it had been dated and registered prior to the said Mortgage.

IN WITNESS WHEREOF the said Osler & Nanton Trusts Co. has hereunto caused its corporate seal to be affixed, attested to by the proper officers in that behalf. this 7th day of July, A.D. 1942.

OSLER & NANTON TRUST COMPANY

W. C. Osler
PRESIDENT

Walter A. D. Murray
SECRETARY

Edgar
3. Sarah Lasby, Widow and Executrix of George ~~Edgar~~ Lasby of the town

of Virden in the Province of Manitoba,
(Occupation)

being the owner of the following land:

Firstly: The most Southerly Sixteen (16) feet in depth of the North-west Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26) West of the Principal Meridian in Manitoba;

Secondly: The most Southerly Sixteen (16) feet in depth of the most Westerly Six hundred and Seventy (670) feet in width of the North-east Quarter of Section Twenty-six (26), Township Ten (10) Range Twenty-six (26), West of the Principal Meridian in Manitoba.

Thirdly: The most Easterly Sixteen (16) feet in width of the most Westerly Six hundred and Eighty-six (686) feet in width of the said North-east Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26) West of the Principal Meridian in Manitoba, taken for the purpose of a Transmission Line.

In consideration of the sum of ~~Two Hundred~~ Dollar (\$~~200.00~~) now paid to me by The Manitoba Power Commission (the receipt whereof is hereby by me acknowledged) hereby grant to The Manitoba Power Commission and its assigns forever, the free and uninterrupted right-of-way and license in, over and upon and use of a portion of such land as shown on attached plan for the purpose of erecting, maintaining, keeping and having an electric transmission line, including all necessary appurtenances thereto together with power of ingress, egress, way and passage thereon and thereof at all times to and for The Manitoba Power Commission, its agents, tenants, servants and workmen for inspecting, repairing and maintaining the said electric transmission lines.

Witness my hand and seal at Virden, in Manitoba, this 8th
day of July, A.D. 1942.

Sarah Lasby (Seal)
Widow and Executrix of George Edgar Lasby

J. R. Sansfield
(Witness)

Caveat Enjoining Registration

"THE REAL PROPERTY ACT"

CANADA
PROVINCE OF MANITOBA

TO THE DEPUTY REGISTRAR OF THE LAND TITLE DISTRICT OF REGINA

TAKE NOTICE that RIO BRAVO OIL COMPANY LIMITED, a body corporate having its head office at the City of Regina, in the Province of Saskatchewan, is desirous to register in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby

RIO BRAVO OIL COMPANY LIMITED
of the City of Regina

IN THE PROVINCE OF ALBERTA, ON the 15th day of November A.D. 1948

has made an agreement in writing with the said RIO BRAVO OIL COMPANY LIMITED, a body corporate having its head office at the City of Regina, in the Province of Saskatchewan, whereby the said RIO BRAVO OIL COMPANY LIMITED has agreed to register in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby

being the registered owner thereof.

whereby the said RIO BRAVO OIL COMPANY LIMITED has agreed to register in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby the said RIO BRAVO OIL COMPANY LIMITED has agreed to register in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby

The above-mentioned (10) of Section Twenty-six (26) in Chapter 100 of the Statutes of Saskatchewan, 1948, and (11) of Section Twenty-six (26) of the Statutes of Saskatchewan, 1948, as amended, are hereby enjoining the registration of the said RIO BRAVO OIL COMPANY LIMITED in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby

DATED December 10th A. D. 19 48

RIO BRAVO OIL COMPANY, LIMITED
Certificate of Title Number 54018

MICRO-FILMED

RIO BRAVO OIL COMPANY, LIMITED
LAND DEPARTMENT

Caveat

No. 74843 Caveat Rio Bravo Oil Co Ltd 18 Jan 1949 2:05 PM No. 54018 [Signature]	RIO BRAVO OIL COMPANY, LIMITED LAND DEPARTMENT
---	---

4 74843

1949

AFFIDAVIT IN SUPPORT OF CAVEAT

Province of Manitoba
 I, the Deputy Registrar of the Land Title District of Regina, do hereby certify that the above-mentioned Caveat is in accordance with the provisions of the Real Property Act, Chapter 100 of the Statutes of Saskatchewan, 1948, and Chapter 100 of the Statutes of Saskatchewan, 1948, as amended, and that the said RIO BRAVO OIL COMPANY LIMITED is entitled to register in and to the unsatisfied land order and by virtue of an agreement in writing dated the 15th day of November A.D. 1948 whereby

810452

Caveat Forbidding Registration

"THE REAL PROPERTY ACT"

CANADA

PROVINCE OF MANITOBA

TO THE DISTRICT REGISTRAR OF THE LAND TITLES DISTRICT OF BRANDON

TAKE NOTICE that RIO BRAVO OIL COMPANY, LIMITED, a body corporate having its head office at the City of Calgary, in the Province of Alberta, claims an estate or interest in and to the undermentioned lands under and by virtue of an assignment in writing, dated the 13th day of November A. D. 19 48, whereby

RANDY LEE of the City of Edmonton in the Province of Alberta, Oil Operator, did assign to Rio Bravo Oil Company, Limited, a certain lease in writing dated the 2nd day of November A. D. 19 48, made between EDGAR HUGH LASBY, Farmer, of the Rural Municipality of Wallace in the Province of Manitoba, as Lessor(s) and the said RANDY LEE as Lessee, the said Lessor(s) deriving his (her) (their) interest in the said lands through, under or by virtue of being the Registered Owner thereof.

whereby for the considerations therein expressed, the said Lessor(s) did grant and lease unto the said Lessee all the petroleum and natural gas and related hydrocarbons except coal and valuable stone within, upon or under the said lands, together with the exclusive right and privilege to explore, drill for, win, take, remove, store and dispose of the leased substances and for the said purposes to drill wells, lay pipe lines and build and install such tanks, stations, structures and roadways as may be necessary, and, insofar as the Lessor(s) has (have) the right so to grant, and for the said purposes, the right of entering upon, using and occupying the said lands or so much thereof and to such an extent as may be necessary or convenient, to have and enjoy the same as tenant for the term of Ten (10) years from the said date and so long thereafter as the leased substances or any of them are produced from the said lands, subject to the sooner termination of the said term as in the said Lease provided; which said lands are situate in the Province of Manitoba and described as follows:

The North-half (N $\frac{1}{2}$) of Section Twenty-six (26) in Township Ten (10) and Range Twenty-six (26) West of the Principal Meridian in Manitoba, as more particularly described in Certificate of Title Number 54018.

standing in the register in the name of EDGAR HUGH LASBY of the Rural Municipality of Wallace, Farmer,

and Rio Bravo Oil Company, Limited forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim, and appoints the offices of Messrs. Laird, MacInnes, Burbidge, Hetherington, Allison, & Campbell, Barristers and Solicitors, 400 Victory Building, 333 Main Street, Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served.

DATED this 10th day of December A. D. 19 48

RIO BRAVO OIL COMPANY, LIMITED.

By its Agent *R. B. Lawson*

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA
PROVINCE OF MANITOBA
TO WIT

I, RICHARD BILTON LAWSON, of the city of Edmonton in the Province of Alberta, Landman, make oath and say:

- (1) I am the agent of the above named Caveator.
- (2) I believe that the said Caveator has a good and valid claim upon the said lands, and I say that this Caveat is not being filed for the purposes of delaying or embarrassing any person interested in or proposing to deal therewith.
- (3) The allegations in the within Caveat are true in substance and in fact as I verily believe.

SWORN before me at the City of Brandon

Province of Manitoba, this 10th day of December

in the

A. D. 19 48

(Signature of Agent for Caveator) *R. B. Lawson*

My Commission expires Aug. 28th. 1950

Edna Beyle Pitt
A Commissioner for Oaths in and for the Province of Manitoba.

Wirden, Manitoba.

The address in Manitoba of the Registered Owner is:

98426

THE REAL PROPERTY ACT

Manitoba

In Re:

TRANS-FIELD DEVELOPMENTS LTD.

N. 26-10-26 W.P.M. Manitoba.

LAND TITLES OFFICE
DEC 28 1953
10:10
BRANDON, MAN.

CAVEAT FORBIDDING REGISTRATION

MICRO-FILMED

CERT. OF TITLE No. 69687

3rd

No. 98426

Caveat

Trans-Field

Developments Ltd.

I certify that this instrument was
FILED in the Brandon Land
Titles Office on 28 Dec 1953
at 10:10 A.M. and a memorial
thereof endorsed on Cert. of Title
No. 69687

[Signature]
District Registrar

Brandon P.O. Man.

TRANS-FIELD DEVELOPMENTS LTD.

OPTION FOR RIGHT-OF-WAY AGREEMENT AND/OR EASEMENT

PIPELINE

(OIL AND/OR GAS)

I, (we) Charles Grasby of the Rural Municipality
of Wallace in the Province of Manitoba

Farmer, hereunder called "THE GRANTOR," (~~as joint-tenants~~) being or entitled to become registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in all that piece of land situate in the Province of Manitoba and described as follows:

North Half of Section Twenty-Six (26) in Township Ten (10) and Range Twenty-Six (26) West of the Principal Meridian in the Province of Manitoba, excepting thereout all Mines and Minerals as set out in Transfer 91114.

in consideration of the sum of Five (\$5.00) Dollars now paid to me, the receipt whereof is hereby acknowledged, do hereby offer and agree to sell, grant and convey to TRANS-FIELD DEVELOPMENTS LTD., hereinafter called "THE COMPANY," an unencumbered right-of-way and/or easement in the form and substance of the right-of-way agreement and/or easement attached hereto and marked "A" for the purposes of survey, construction and operation of one or more oil and/or gas pipe lines and/or one or more branches thereof together with appurtenances, being a right-of-way 30 feet in width on, over, under, across and/or through the said land for the sum of Thirty-five (\$35.00) Dollars, per acre of right-of-way. The location of the said right-of-way and/or easement upon the said land is to be selected by the Company.

This offer is to be irrevocable during the existence hereof. It is a term hereof and of any resulting agreement between the Grantor and the Company that the Company is hereby irrevocably granted the sole and exclusive option and/or right on, over, across, under and/or through the aforesaid lands or any portion thereof for the purposes herein or any one of such purposes during the existence of this option and during the existence of any agreement resulting herefrom.

This offer may be accepted at any time before the Thirty-first day of December, A.D. 1954, or before any extension date hereof by the said Company mailing or delivering to me a letter of acceptance signed by any one of its officials including its local superintendent or manager or by its solicitors or agent addressed to me at Virden

in the Province of Manitoba, or by the commencement of construction (excluding survey) of the said pipe line upon the aforesaid lands or any portion thereof, which-ever event shall first occur.

The Company may by mailing or delivering to me, before any expiration date of this offer, a notice addressed as aforesaid to me together with a cheque for Five (\$5.00) Dollars, thereby extend the existence hereof and the time for acceptance of this offer for a further period of one year; provided no more than five such extensions of one year each can be so acquired.

This offer if accepted before midnight on the aforesaid date or any extension date shall thereupon constitute a binding and exclusive contract of purchase for the said right-of-way and/or easement and the sum of Five (\$5.00) Dollars paid at or before the execution of this option is to be applied on the said purchase price.

I, the Grantor, covenant and agree with the Company that I will in the event of the acceptance of this offer forthwith upon the request of the Company execute a right-of-way agreement and/or an easement in favor of the Company in the form attached hereto and further will execute such other and further documents of title in respect of the said right-of-way and/or easement as may be reasonably required by the Company.

I, the Grantor, further covenant and agree with the Company that in the event of the acceptance of this offer by the Company as hereinbefore provided, the Company shall forthwith upon such acceptance have immediate right to enter or continue upon the said land and place or continue to place its equipment thereon and to commence or continue construction, as the case may be, of its said pipe lines, branches and works in accordance with the terms of the form of right-of-way agreement and/or easement attached hereto.

It is further understood and agreed that in the event of this offer being accepted the amount payable herein in respect of the said right-of-way and/or easement shall be paid to me or to those otherwise interested in the said land by encumbrance or otherwise, conditional upon the said right-of-way and/or easement, or a caveat based on the said right-of-way and/or easement agreement, being registered or filed in the relative Land Titles Office, free of any encumbrance or charge, and free of any registration, registered against the above lands after the date hereof in respect to any right-of-way and/or easement.

It is further understood and agreed that the Company shall have the absolute right to assign this option and all rights, privileges and benefits accruing to it hereunder upon giving the Grantor 10 days' written notice of its intention so to do.

The Company appoints the offices of Messrs. Monk & Goodwin, Barristers, 426 Somerset Bldg., Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served.

This offer shall not nor shall its acceptance or anything herein contained or done hereunder affect or prejudice any right of the Company to acquire the said land or any other portion or portions of the lands of the Grantor under the provisions of any law. Such rights may be exercised at the Company's discretion in the event of the Grantor being unable or unwilling for any reason to carry out the terms of this option or any contract constituted as aforesaid or give to the Company a clear and unencumbered title to the right-of-way and/or easement.

This option and any such contract, including all rights, privileges and benefits hereunder and thereunder shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and the Company respectively; and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

In WITNESS WHEREOF I, the said Grantor, have hereunto set my hand and seal at Municipality of Wallace
in the province of Manitoba, this 15th day of December, A.D. 1953.

SIGNED, SEALED and DELIVERED
in the presence of:

A Harder

Charles Grasby [SEAL]

AFFIDAVIT OF EXECUTION

PROVINCE OF MANITOBA

TO WIT:

I, Abraham Harder
of Two Creeks, in the Province of Manitoba
Manitou, make oath and say:

- 1. That I was personally present and did see Charles Grashy named in the within instrument (and duplicate thereof), 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 Municipality of Wallace in the Province of Manitoba, and that I am a subscribing witness thereto.
- 3. That I know the said Charles Grashy and he (or she) is (or they are each), in my belief, of the full age of twenty-one years.

SWORN before me at the Down
of Harder
in the Province of Manitoba
this 19th day of December,
A.D. 1953.

A Harder
Mary E. Gibbon
A Commissioner for Oaths
My Commission expires 30th day
of August 1955
DOWER AFFIDAVIT

PROVINCE OF MANITOBA
TO WIT:

Q N I, (We) Charles Grashy of the Rural Municipality
Q N of Wallace, in the Province of Manitoba
Q H severally make oath and say:
Q N

- 1. That I am (one of) the Grantor (s) named in the Instrument within written and I say:
 - (a) That I have no wife (husband): OR
 - (b) That the woman (man) who consents as wife (husband) to the Instrument within written is the wife (husband) of me, Charles Grashy, (one of) the Grantor (s) OR
 - (c) My co-Grantor is the husband of me, _____, (one of) the Grantors. OR
 - (d) My co-Grantor is the wife of me, _____, (one of) the Grantors. OR

Q N (e) That no part of the land referred to in the Instrument within written is or ever has been the homestead of me (one of) the Grantor(s) within the meaning of "The Dower Act."

Q N SEVERALLY SWORN before me at the Municipality
of Wallace
in the Province of Manitoba
this 15th day of December,
A.D. 1953.

Charles Grashy

A Harder
A Commissioner for Oaths
My Commission expires 28th day
of Sept 1955

CONSENT

I, Mary Grasby

the wife (husband) of Charles Grasby the Grantor named in the within written instrument, hereby consent to the making of the same by him (her).

DATED this 15th day of December, A.D., 1953

Witness to Husband's consent

Mary Grasby
Signature of Wife (husband)

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

DATED at Municipality Wilton in the Province of Manitoba, this 15th day of December, A.D. 1953

A. Hardey
A Commissioner for Oaths

My Commission expires 28th day of Sept 1955

AFFIDAVIT OF EXECUTION (DOWER)

PROVINCE OF MANITOBA
TO WIT:

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

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

SWORN before me at the _____ of _____ in the Province of Manitoba this _____ day of December, A.D. 1953.

DATED _____ A.D. 195 _____

— AND —
TRANS-FIELD DEVELOPMENTS LTD.

**OPTION FOR RIGHT-OF-WAY
AGREEMENT AND/OR EASEMENT
(OIL AND/OR GAS)**

TRANS-FIELD DEVELOPMENTS LTD.

AGREEMENT FOR RIGHT-OF-WAY AND/OR EASEMENT

PIPELINE

(OIL AND/OR GAS)

I (We)

of..... in the Province of Manitoba, hereinafter called "THE GRANTOR" being or entitled to become registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in all that piece or parcel of land situate in the Province of Manitoba and described as follows:

do hereby in consideration of the sum of (\$.....) Dollars paid to the Grantor (or others having an interest in said land) by the TRANS-FIELD DEVELOPMENTS LTD., hereinafter called "THE GRANTEE" and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee (the receipt of which consideration is hereby acknowledged by the Grantor) do hereby grant, convey and transfer unto the Grantee the sole and exclusive right, liberty and privilege of an easement and the right-of-way to use that portion of the said land being a right-of-way on, over, under, across and/or through a strip of the

said land 30 feet in width and as shown coloured in..... on a plan of right-of-way on record in the Land Titles Office of..... as plan No.

for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, addition, connection and/or repair of one or more pipe lines and/or one or more branches of pipe line and/or pipe lines together with all the works of the Grantee necessary for the undertaking including, but without limiting the generality of the foregoing all such stations, pumps, structures, valves, fittings, motors, communication and/or power systems, roads, equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of oil and/or gas and their products, together with the right of ingress and egress to and from the same for the Grantee, its employees, servants, agents, vehicles, supplies and equipment and further for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted as from the.....

day of, A.D. 195, and for so long thereafter as the Grantee desires to exercise the rights and privileges hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee.

FIRST: The Grantee will, as soon as weather and soil conditions permit and insofar as it is practicable so to do, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the said land.

SECOND: The Grantee will compensate the Grantor for damage done by the Grantee to any buildings, crops, fences, timber and livestock on the said right-of-way by reason of the exercise of the rights hereinbefore granted, except in the event of such damage arising from a deliberate or negligent act of the Grantor.

THIRD: The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges, easement and right-of-way hereby granted without hindrance, molestation or interruption on the part of the grantor or of any person, firm or corporation claiming by, through, under or in trust for, the Grantor.

FOURTH: The Grantor shall not, without the prior written consent of the Grantee, excavate, dig, drill, construct, install, erect or permit to be excavated, drilled, constructed, dug, installed or erected on or under the said strip of said land or within forty yards therefrom, any pit, hole, ditch, well, foundation, pavement, pipe, structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee, and except in so far as such use and enjoyment may interfere or compete with the rights or any right herein granted to the Grantee.

FIFTH: Upon the discontinuance of the use of the said right-of-way and of the exercise of the rights hereby granted, the Grantee shall and will restore the said strip of said land to the same condition, so far as it is practicable so to do, as the same was in prior to the entry thereon and the use thereof by the Grantee.

SIXTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee care of Messrs. Monk & Goodwin, Barristers, 426 Somerset Block, Winnipeg, Manitoba, and to the Grantor at.....

..... or such other address as the Grantor and the Grantee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee four (4) days after the mailing thereof, postage prepaid.

SEVENTH: This Agreement shall not nor shall anything herein contained or done hereunder affect or prejudice any right of the Grantee to acquire the said strip of land or any other portion or portions of the lands of the Grantor under the provisions of any law, statutory or otherwise. Any such rights may be exercised at the Grantee's discretion in the event of the Grantor being unable or unwilling for any reason to perform this Agreement or give to the Grantee a clear and unencumbered title to the easement and/or right-of-way herein granted.

EIGHTH: The Grantor will if so requested by the Grantee execute such further and other documents of title and assurances in respect of the said right-of-way and/or easement as may be requisite.

NINTH: Nothing herein contained shall be deemed to vest in the Grantee any title to mines and minerals in or under the said strip of said land, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.

TENTH: Each of the parties hereto shall have the absolute right to assign this Agreement and all rights, privileges and benefits accruing to him hereunder upon giving the other party 10 days' written notice of his intention to do so.

ELEVENTH: Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary had been made. This right-of-way and/or easement is, and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the heirs, executors, administrators, successors and assigns of the Grantor and the Grantee respectively.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal and the Grantee has caused its corporate seal to be hereunto affixed, attested by the hands of its proper officers duly authorized in that behalf, this

day of _____, A.D. 195_____

SIGNED, SEALED AND DELIVERED

by the Grantor in the presence of:

TRANS-FIELD DEVELOPMENTS LTD.

Per _____

Per _____

AFFIDAVIT OF EXECUTION

PROVINCE OF MANITOBA

TO WIT:

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

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

2. That the same was executed at _____ in the Province of _____, and that I am a 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 twenty-one years.

SWORN before me at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 195_____

DOWER AFFIDAVIT

PROVINCE OF MANITOBA

TO WIT:

I, (We) _____ of _____, in the Province of _____, severally make oath and say:

1. That I am (one of) the Grantor (s) named in the Instrument within written and I say:

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

OR

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

OR

(c) My co-Grantor is the husband of me, _____, one of the Grantors.

OR

(d) My co-Grantor is the wife of me, _____, one of the Grantors.

OR

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

SEVERALLY SWORN before me at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 195_____

CONSENT

I, _____

the wife (husband) of _____ the Grantor named in the within written instrument, hereby consent to the making of the same by him (her).

DATED this _____ day of _____, A.D. 195_____

Witness to Husband's consent

Signature of Wife (husband)

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

DATED at _____, in the Province of _____, this _____ day of _____, A.D. 195_____

RECEIVED BY WITNESSES

AFFIDAVIT OF EXECUTION (DOWER)

PROVINCE OF MANITOBA
TO WIT:

I, _____

of _____, in the Province of _____,

_____ make oath and say:

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

SWORN before me at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 195_____

MANITOBA 1950

DATED _____ A.D. 195_____

— AND —

TRANS-FIELD DEVELOPMENTS LTD.

**OPTION FOR RIGHT-OF-WAY
AGREEMENT FOR RIGHT-OF-WAY
(OIL AND/OR GAS)**

This is Agreement for Right-of-Way and/or Easement Marked "A" and referred to in Option for Right-of-Way and/or easement between Charles Grasby and Trans-Field Developments Ltd.

Charles Grasby

THE REAL PROPERTY ACT

TO THE DISTRICT REGISTRAR FOR THE LAND TITLES DISTRICT OF BRANDON.

TAKE NOTICE that Trans-Field Developments Ltd. claims an equitable estate or interest in an estate in fee simple in possession in the undermentioned land excepting mines and minerals by virtue of a certain Option from Charles Grasby, as Grantor, to the said Company (for Right-of-Way Agreement and/or Easement) made in writing and dated the 15th day of December A.D. 1953, a full and true copy of which Option and of the form therein referred to marked Exhibit "A" is hereto attached; which Option is still in force and effect and which land is situate in the Province of Manitoba, and described as follows:

North half of Section Twenty-six (26) in Township Ten (10) and Range Twenty-six (26) West of the Principal Meridian in the Province of Manitoba, excepting thereout all mines and minerals as set out in Transfer 91114,

standing in the Register in the name of Charles Grasby of the Rural Municipality of Wallace, in the Province of Manitoba, Farmer, and Trans-Field Developments Ltd. forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

Trans-Field Developments Ltd. appoints the office of Messrs. Monk & Goodwin, Barristers, 426 Somerset Building, Winnipeg, Manitoba, as the place at which notices and proceedings relating hereto may be served.

DATED this 22nd day of December one thousand nine hundred and fifty-three.

SIGNED in the presence of

M. J. G. K. K. K.

TRANS-FIELD DEVELOPMENTS LTD.

by *H. J. G. K. K.*
Solicitor.


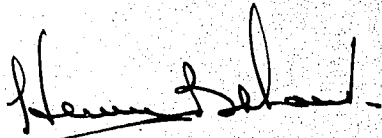
The Address of the Registered Owner is
Virden, Manitoba.

THE REAL PROPERTY ACT

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

1. I am the Solicitor and Agent of the
within named Caveator.
2. I believe that Trans-Field Developments
Ltd. has a good and valid claim upon the said land and
I say that this Caveat is not being filed for the purpose
of delaying or embarrassing any person interested in or
proposing to deal therewith.
3. The allegations in the within Caveat
are true in substance and in fact, as I verily believe.

SWORN before me at the City
of Winnipeg, in the Province
of Manitoba, this 23rd day
of December A.D. 1953.



A Barrister - at - Law
Entitled to practice in the Province of Manitoba

A
in and for the Province of Manitoba.

The Real Property Act

To the District Registrar for the Land Titles District of BRANDON, Manitoba.

Take Notice that CANADIAN SUPERIOR OIL OF CALIFORNIA, LTD., a body duly incorporated under the laws of the Dominion of Canada and having its head office at the City of Calgary, in the Province of Alberta, and being registered to carry on business in the Province of Manitoba.

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

land by virtue of an Agreement in Writing dated the 28th day of August, A.D. 1954, between Charles Grasby of the Rural Municipality of Wallace, in the Province of Manitoba, Farmer, as Lessor, and Canadian Superior Oil of California, Ltd., as Lessee; whereby the Lessor did grant to the Lessee the right of entry and lease for the purpose of drilling wells for petroleum and natural gas on each legal subdivision contained in the following described land:

The North Half (N/2) of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26), West of the Principal Meridian, in the Province of Manitoba; excepting thereout all mines and minerals and related hydrocarbons which, without restricting the generality thereof, shall be deemed to include all gas and petroleum within, upon or under the said land, together with full power to enter and work the same as set forth in Transfer #91114.

standing in the Register in the

name of CHARLES GRASBY, of the Rural Municipality of Odanah, in the Province of Manitoba, Farmer

and it forbids the

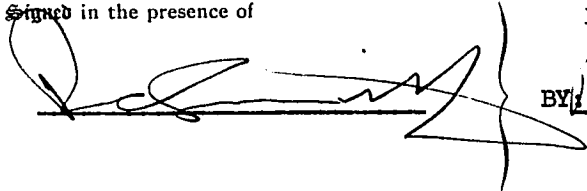
registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

It appoints the office of Messrs. MacInnes, Burbidge & Company, Barristers, etc., 400 Victory Building, 333 Main Street, Winnipeg, as the place at which notices and proceedings relating hereto may be served. Manitoba.

Dated this 13th day of September one thousand nine hundred and fifty-four.

Signed in the presence of

CANADIAN SUPERIOR OIL OF CALIFORNIA, LTD.



BY: B B Lawson
Its Agent.

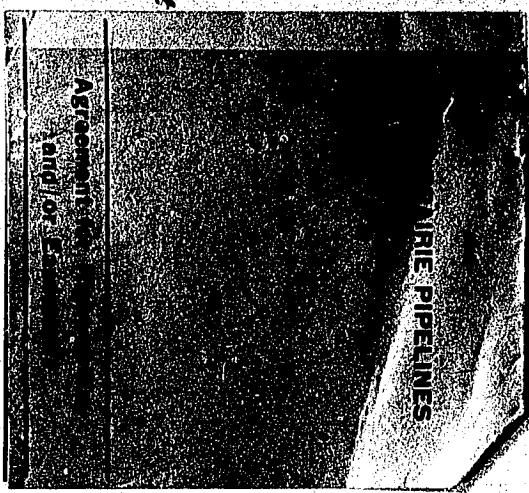
The Address of the Registered Owner is Post Office of Gordova, Manitoba.

107212

LAND TITLES OFFICE
JUN 8 - 1955
BRANDON, MAN.
A.D. 1953.

James Prairie Pipe
LAND TITLES OFFICE
MAY 30 1955
BRANDON, MAN.

69687
MICRO-FILMED 3.50



AGREEMENTS
AND/OR

Debit No. 1070807
1070817

No. 107212 Grant of
Right of Way
from
James Prairie Pipe
to
James Prairie Pipe
I certify that this instrument was
presented for registration on 3
June 1955 10:11 AM
and that the same has been registered
in the Land Titles Office of Brandon
and a memorial having reference to
Cert. of Title No. 69687
was issued

CONSENT

I, MARY EWING GRASBY, the wife (husband) of CHARLES GRASBY
the Grantor named in the within Instrument, hereby consent to the making
of the same by him (her) and to the disposition made by him (her) thereby of an interest in the lands
and premises mentioned therein.

Witness to Husband's Consent

Mary Ewing Grasby
Signature of Wife (husband)

CERTIFICATE OF ACKNOWLEDGEMENT BY WIFE

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

DATED at Rm. Wallace, in the Province of Manitoba, this
13th day of May, A.D. 1925.

J. J. O'Neil
A Commissioner for Oaths
in and for the Province of Manitoba
My Commission Expires Nov. 3, 1926

AFFIDAVIT OF EXECUTION (DOWRY)

PROVINCE OF MANITOBA
To Wit:

I, _____, of _____
in the Province of Manitoba, _____ make oath and say:
(Occupation)

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

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

A. _____

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

I ~~was~~ Charles Grasby
of the R.M. of Odanah in the Province of Manitoba (Occupation)
Farmer

being the registered owner of an estate in fee simple, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten (or endorsed hereon) in all that land described as follows:

Land: The North half of Section twenty six (26) township ten (10) range twenty six (26) west of the principal meridian excepting therout all mines and minerals and realted hydrocarbons, (which without restricting the generality thereof shall be deemed to include all gas and petroleum) within, upon or under the said land, together with full power to enter and work the same, as set forth in Transfer No. 91114.

the person above named being hereinafter called the "grantor", in consideration of the sum of twenty three dollars (\$ 23.10) paid to me (me), the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by Trans-Prairie Pipelines, Ltd. (hereinafter called "the grantee");

DO HEREBY GRANT and transfer unto and to the grantee the licence, liberty, privilege, and right, to use that portion of those lands, being a right-of-way Thirty feet in width as shown outlined in Pink

on a plan of the lands registered in the land titles office for the Land Titles District of Brandon as Plan No. 719

for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation, and handling, of petroleum or petroleum products, or water or natural gas produced incidental to the production thereof, through or by means thereof, together with the right of ingress and egress for all purposes incidental to the grant, as and from the first day of May, A.D. 1955, and for so long thereafter as the grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the grantor and the grantee:

- FIRST: The grantee shall compensate the grantor for damage done to any crops, fences, timber, and livestock on the right-of-way by reason of the exercise of the rights hereinbefore granted.
SECOND: The grantee shall fully compensate the grantor for loss suffered by reason of damage to persons or property arising by reason of, or out of, the existence, ownership, operation, maintenance, or use, of the pipe line.
THIRD: The grantee will indemnify and save harmless the grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the pipeline.
FOURTH: The grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the lands.
FIFTH: Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the grantee.
SIXTH: The grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the licence, liberty, privilege, and right, hereby granted without hindrance, molestation, or interruption, on the part of the grantor or of any person, firm or corporation claiming by, through, under or in trust for, the grantor.

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

Handwritten signatures and initials at the bottom of the page.

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

Post Office Box 597, Virden, Manitoba.

and to the grantor at Post Office Virden, Manitoba.

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

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

IN WITNESS WHEREOF the grantor and grantee have executed and delivered this right of user

this 13th day of May, A.D. 1955.

SIGNED, in the presence of:

J. J. Smith

Charles Crasby

Trans-Prairie Pipelines, Ltd.

NAME OF COMPANY

Raymond W. Price
J. S. Stand - Sec. Treasurer

Subject to:

Caveat 13769, 74843, 98426, 102395, 60675,

Agreement for Right of Way No. 96844

Caveats Nos. 107080 & 107081

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF Manitoba
TO WIT

I, John Joseph O'Neil
of Virden, in the Province of Manitoba
Retired, make oath and say:

1. That I was personally present and did see Charles Grasby named in the within instrument (and duplicate thereof), who is ~~(not)~~ 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 R. M. of Odanah in the Province of Manitoba, and that I am a subscribing witness thereto.
3. That I know the said Charles Grasby and he ~~(is not)~~ is ~~(not)~~ in my belief, of the full age of twenty-one years.

SWORN before me at the
Town of Virden
in the Province of Manitoba
this 13th day of May
A.D. 1955

J J O'Neil

M. H. P. [Signature]

A Commissioner for Oaths
in and for the Province of Manitoba.
My Commission Expires Aug. 2/56

DOWER AFFIDAVIT

CANADA
PROVINCE OF Manitoba
TO WIT

I, ~~(not)~~ Charles Grasby
of R. M. Odanah, in the Province of Manitoba
severally make oath and say:

1. I am ~~(one of)~~ the Grantor (s) named in the Instrument within written and I say:
 - (a) ~~That I have no wife (husband).~~ OR
 - (b) That the woman ~~(not)~~ who consents as wife ~~(not)~~ to the Instrument within written is the wife ~~(husband)~~ of me..... ~~(one of)~~ the Grantor(s). OR
 - ~~(c) My co-grantor is the husband of me..... OR~~
 - ~~(d) My co-grantor is the wife of me..... OR~~

SEVERALLY SWORN before me at the
R. M. of Waldace
in the Province of Manitoba
this 13th day of May
A.D. 1955

Charles Grasby

J J O'Neil

A Commissioner for Oaths
in and for the Province of Manitoba.
My Commission Expires Aug 3/56

R 9401 ~~9332~~

THE REAL PROPERTY ACT

LAND TITLES OFFICE
JUN 5 - 1959
9:01 A.M.
BRANDON, MAN.

CAVEAT FORBIDDING
REGISTRATION

Richardson, Richardson

OFFICE OF REGISTRY NO. 69687
LAND TITLES OFFICE
JUN 5 - 1959
9:01 A.M.
BRANDON, MAN.

9 3:50

MICRO-FILMED

Richardson, Richardson
944

RICHARDSON, RICHARDSON,
HUBAND & WRIGHT
BARRISTERS AND SOLICITORS
274 GARRY ST.
WINNIPEG1, CANADA

No. *R. 2401* *Trust*
By *Linda P. Chapman*
I certify that this instrument was
FILED in the Brandon Land
Titles Office on *5 June 1959*
at *Brandon, Man.* and a memorial
thereof endorsed on Cert. of Title
No. *69687*
Edmund J. Finch
Deputy Registrar
in 0-3-59
Brandon, Puty 9/59

THE REAL PROPERTY ACT

TO THE DISTRICT REGISTRAR FOR THE LAND TITLES DISTRICT OF BRANDON

TAKE NOTICE that LANDA OIL COMPANY, a body corporate, organized under the laws of the State of Delaware, One of the United States of America

claims an equitable estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an Agreement for surface rights in writing dated the 28th day of April, 1954 whereby CHARLES GRASBY of the Rural Municipality of Odanah in the Province of Manitoba, Farmer as Lessor did grant unto CANADIAN SUPERIOR OIL OF CALIFORNIA LTD. as Lessee the right of entry and lease and option and other rights necessary or incidental to drilling and/or production operations for petroleum, natural gas and hydrocarbons.

And also by virtue of an assignment in writing dated the 15th day of April, 1955 whereby CANADIAN SUPERIOR OIL OF CALIFORNIA LTD. did assign to BANFF OIL LTD. all its right, title, and interest in and to the said Agreement for surface rights.

And also by virtue of an assignment in writing dated the 31st day of March, 1959 whereby BANFF OIL LTD. did assign to LANDA OIL COMPANY all its right, title and interest in and to the said Agreement for surface rights insofar as it relates to and comprises the well sites and gas roadways in conjunction with the wellsknown as BANFF-CANADIAN SUPERIOR 12-26 10-26, BANFF-CANADIAN SUPERIOR 13-26 10-26, BANFF-CANADIAN SUPERIOR 11-26, 10-26 which said Agreement for surface rights affects the land described as follows:-

Northwest Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26), West of the Principal Meridian, in Manitoba, excepting throughout all mines and minerals and related hydrocarbons, which without restricting the generality thereof shall be deemed to include all gas and petroleum within, upon or under the said land together with full power to enter and work the same as set forth in transferee number 91114

JR
standing in the Register in the name of

CHARLES GRASBY, of the Rural Municipality of Odanah, in Manitoba, Farmer, and LANDA OIL COMPANY forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

LANDA OIL COMPANY appoints the offices of Richardson, Richardson, Huband & Wright, 274 Garry Street, WINNIPEG 1, Manitoba as the place at which notices and proceedings relating hereto may be served.

DATED this 1st day of June one thousand nine hundred and fifty nine by GREY RICHARDSON as Agent for the Caveator.

SIGNED in the presence of

Audrey Thompson } Grey Richardson

Subject to Caveats 13769, 60675, 74843, 107081, R4438, 96844, 107212, 108137, 122807, 98426, 102395, 107080,

Address of the registered owner is:
CHARLES GRASBY - Virden, Manitoba.

THE REAL PROPERTY ACT

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

1. I am the Agent of the within named Caveator.
2. I believe that it has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact.

SWORN before me at the City)
of Winnipeg,
in the Province of Manitoba,
this 1st day of June
A.D. 1959.

Grey Richardson
Arthur Thompson

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA.

MY COMMISSION EXPIRES July 9, 1960.

A _____
in and for the Province of Manitoba.

R.9403

THE REAL PROPERTY ACT

LAND TITLES OFFICE
JUN 5 - 1959
9:05 A.M.
BRANDON, MAN.

CAVEAT FORBIDDING
REGISTRATION

CHRG. OF TITLE NO. 54018

70880 ✓
73228 ✓
75982 ✓
69687 ✓

- 1) part 6947 - ...
- 2) part 10880 - ...
- 3) part 59018 - ...
- 4) part 75982 - ...
- 5) part 70880 - ...
- 6) part 73228 - ...
- 7) part 75982 - ...

No. 8. 9403 Land
 By Frank D. LeMay
 I certify that this instrument was
 FILED in the Brandon Land
 Titles Office on 5 June 1959
10:30 AM and a memorial
 record entered in Cert. of Title
 No. 54018 70880 73228
75982 69687
Edward J. Ford
 Clerk

MICRO-FILMED

W. J. RICHARDSON, RICHARDSON,
 HUBBARD & WRIGHT
 SOLICITORS AND CONVEYANCERS
 274 GARRY ST.
 WINNIPEG 1, CANADA

THE REAL PROPERTY ACT

TO THE DISTRICT REGISTRAR FOR THE LAND TITLES DISTRICT OF BRANDON
TAKE NOTICE that LANDA OIL COMPANY, a body corporate organized
under the laws of the State of Delaware, One of the United States
of America, claims an equitable estate or interest in an estate
in fee simple in possession in the undermentioned land by virtue
of a certain Petroleum and Natural Gas Lease in writing dated
the 2nd day of November, 1948 and made between EDGAR HUGH LASBY
formerly of the Rural Municipality of Wallace in the Province of
Manitoba as Lessor and BANDY LEE of the City of Edmonton in the
Province of Alberta, Oil Operator as Lessee, whereby the Lessor
did grant to the Lessee all petroleum and natural gas and related
hydrocarbons except coal and valuable stone within, upon or
under the hereinafter described lands subject to the terms and
conditions of the said Lease.

And also by virtue of an assignment in writing dated the 13th
day of November, 1948, whereby the said Bandy Lee did assign to
the RIO BRAVO OIL COMPANY LIMITED, (now CANADIAN SUPERIOR OIL OF
CALIFORNIA, LTD.) all its right, title and interest in said
Petroleum and Natural Gas Lease.

And also by virtue of an assignment in writing dated the 15th
day of April, 1955 whereby the said Canadian Superior Oil Of
California, Ltd. did assign to BANFF OIL LTD. all its right,
title and interest in the said Petroleum and Natural Gas Lease.

And also by virtue of an assignment in writing dated the 31st
day of March, 1959 whereby the said Banff Oil Ltd. did assign to
LANDA OIL COMPANY all its right, title and interest in the said
Petroleum and Natural Gas Lease, which Lease affects the land
described as follows:

The Northwest Quarter of Section Twenty-six
(26), Township Ten (10), Range Twenty-six (26),
West of the Principal Meridian in Manitoba.

standing in the Register in the name of

EDGAR HUGH LASBY of the Rural Municipality of WALLACE in the
Province of Manitoba, Farmer as to an undivided one-quarter
(1/4) interest in mines and minerals,

VICTOR HARRELL McKINLEY of the Town of VIRDEN in the Province
of Manitoba, Merchant, and WILFRED FRANCIS MAWHINNEY of
Oakville, in Manitoba, Implement Agent as to an undivided
one-quarter (1/4) interest in mines and minerals,

CANADA PERMANENT TRUST COMPANY as to an undivided one-
quarter (1/4) interest in mines and minerals,

WALLACE LASBY of the Municipality of WALLACE in Manitoba,
Farmer as to an undivided one-quarter (1/4) interest in mines
and minerals,

CHARLES GRASBY, of the Rural Municipality of Odanah, in
Manitoba, Farmer as to the surface title.

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

LANDA OIL COMPANY appoints the offices of Richardson, Richardson,
Huband & Wright, 274 Garry Street, Winnipeg 1, Manitoba as the
place at which notices and proceedings relating hereto may be
served.

DATED this 4th day of June one thousand nine
hundred and fifty nine by GREY RICHARDSON as Agent for the
Caveator.

SIGNED in the presence of

Grey Richardson

Grey Richardson

Subject to Caveats 13769, 60675, 74843, R4438, 107081.

Addresses of the registered owners are:

EDGAR HUGH LASBY - Virden, Manitoba.

VICTOR HARRELL McKINLEY and WILFRED FRANCIS MAWHINNEY-Virden, Man.

CANADA PERMANENT TRUST COMPANY - 298 Garry Street, Winnipeg 1, Man.

WALLACE LASBY - Virden, Manitoba.

CHARLES GRASBY- Virden, Manitoba.

THE REAL PROPERTY ACT

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

1. I am the Agent of the within named Caveator.
2. I believe that it has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact.

SWORN before me at the City
of Winnipeg,
in the Province of Manitoba,
this 4th day of June
A.D. 1939.

Grey Richardson

Henry Brown
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
BY COMMISSION EXPIRES *1940*

PROVINCE OF MANITOBA

To Wit:

3. DAVID PROCTOR,

of the City of Winnipeg,

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

1. I am the within-named caveator, duly authorized attorney of the Chevron Standard Limited,

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

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

Sworn before me at the City of Winnipeg, in the Province of Manitoba, this 26th day of October 19 65

[Signature]

[Signature]

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

My Commission expires MARCH 25 19 66

Dated October 26 19 65

LAND TITLES OFFICE
CHARLES STRASSER
OCT 27 9 58 A.M.
BRANDON, MAN.

CHEVRON STANDARD LIMITED

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

69687

500
3/20
PA 7/30
MICRO-FILMED

File No. 24,444

PITBLADO, HOSKIN & COMPANY

BARRISTERS AND SOLICITORS

WINNIPEG 2 - MANITOBA

R-47590

Pitblado, Hoskin & Co

84-7161
NO. 84-7161
ASSIGNMENT OF CAVEAT NO. R47590
FILED 27 Aug 19 65
TO: CHEVRON CANADA RESOURCES LIMITED

Carbua. P.O.
Man.

No. R47590 Caveat
By *[Signature]*
I certify that this instrument was FILED in the Brandon Land Titles Office on 27 Oct 1965 at 9:58 a.m. and a memorial hereof endorsed on Cert. of Title No. 69687
[Signature]
District Registrar

The Real Property Act

To the District Registrar for the Land Titles District of BRANDON

Take Notice that CHEVRON STANDARD LIMITED

claim an equitable estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement for a right-of-way and/or easement bearing date the 3rd day of September, 1965, made by Charles Grasby, of the Town of Virden in the Province of Manitoba, Farmer, and us, Chevron Standard Limited, a duplicate original of which agreement is hereunto annexed and made a part hereof;

The said lands being described as follows:

The North half (N $\frac{1}{2}$) of Section Twenty-six (26), in Township Ten (10), and Range Twenty-six (26) West of the Principal Meridian, in the Province of Manitoba, Excepting thereout all Mines and Minerals.

The address of the registered owner is the Town of Virden, Manitoba.

standing in the Register in the name of the said Charles Grasby

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

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

Dated this 26th day of October, 1965

Signed in the presence of

CHEVRON STANDARD LIMITED

Per:

Its Duly Authorized Attorney

AGREEMENT FOR RIGHT-OF-WAY AND/OR EASEMENT

THIS AGREEMENT MADE this 3rd day of September, A. D. 1965.

B E T W E E N:

**CHARLES CRASHY of the Town
of Virden in the Province of
Manitoba, Farmer**

DOC. NO. 24,444

(hereinafter called "the Grantor"),

OF THE FIRST PART

- and -

Chevron Standard Limited
~~the undersigned~~, a body
corporate, carrying on business in the
Province of Alberta (hereinafter called
"the Company"),

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of an estate in fee simple, subject however to the encumbrances, liens, and interests contained in the existing Certificate of Title therefor, in all that land described as follows:
The North Half (½) of Section Twenty Six (26) Township Ten (10) Range Twenty Six (26) West of the Principal Meridian, in the Province of Manitoba.

Excepting thereout all Mines and Minerals.

(hereinafter called "the said lands").

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

NOW THEREFORE in consideration of the sum of — TWENTY — (\$20.00) Dollars, now paid to the Grantor by the Company (the receipt whereof the Grantor hereby acknowledges), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Company, **THE GRANTOR DOES HEREBY GRANT AND TRANSFER** unto and to the Company the right, license, liberty, privilege and easement to use that portion of the said lands shown outlined in red upon the sketches or plans attached hereto and marked Exhibit "A" (hereinafter called "the right-of-way"), being a right-of-way or easement for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means thereof, together with the right to construct, maintain and operate, reconstruct, replace or remove, on or from the said right-of-way, a line of poles with telegraph and/or telephone wires thereon, and the right of ingress or egress for all purposes incidental to this grant as and from the date hereof and for so long hereafter as the Company may desire to exercise the rights and privileges hereby given.

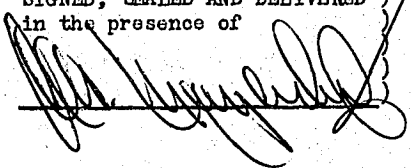
IT IS HEREBY MUTUALLY COVENANTED, DECLARED AND AGREED by and between the Grantor and the Company as follows:

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

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

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

SIGNED, SEALED AND DELIVERED)
in the presence of



Charles Craske
CHEVRON STANDARD LIMITED
~~THE POWER OF ATTORNEY~~
 PER: *[Signature]*
MANAGER - LAND ADMINISTRATION
 PER: *[Signature]*
ASSISTANT SECRETARY

CONSENT OF SPOUSE

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

CONSENT BY WIFE OR HUSBAND

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

Dated this 3rd day of September A.D. 19 65.

Witness: _____ Signature: Mary Ewing Grashy

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

Dated at Virton in the Province of Manitoba, this 3rd day of September A.D. 19 65.

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires July 25th. 1967

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, Charles Grashy of the
PROVINCE OF MANITOBA) Town of Virton in the Province of
TO WIT:) Manitoba, Farmer, make oath and say:

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

SWORN before me at across the town)
of Virton in the)
Province of Manitoba in the)
of 3rd day of September, this)
A.D. 19 65)

Charles Grashy

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires July 25th. 1967

AFFIDAVIT OF EXECUTION

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

- 1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by Charles Grashy of the parties thereto, and the within Consent duly signed and executed by Mary Ewing Grashy.
- 2. That the said Instrument(s) and Duplicates thereof and Consent were executed at Virton.
- 3. That I know the said part ies and am satisfied that they are each of the full age of twenty-one years.
- 4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the Town)
of Virton in the)
Province of Manitoba in the)
of 8 day of September, this)
A.D. 19 65)

Joseph H. Mayerchak

A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires April 14th, 1966

My Commission expires Aug. 10th 1967

35

THIS is Exhibit A referred to
in the *Agreement for right of way*
in the *Consolidation*

Between *Charles Gresham* and
Chevron Standard Limited

Dated *October 30, 1965*

Charles Gresham

Total

Acreage = 0.50 acres

10-26



35'

26

25

THE CALIFORNIA STANDARD COMPANY

PLAN SHOWING

Battery Consolidation Line in

LSD 10-26-10-26-WPM

R71696

Tupper, Adams Co

LAND TITLES OFFICE
JUL 28 1969
9:11 AM
BRANDON, MAN. P.M.

LAND TITLES OFFICE
JUL 28 1969
A.M. 1:06 P.M.
BRANDON, MAN.

MICROFILMED
CAVEAT

Cert. Nos. 708807, 73228, 75982, 54018,
~~69587, 105713~~

No. R71696 Caveat
By *Tales D. J. 215*
Capard
I certify that this instrument was
FILED in the Brandon Land
Titles Office on *23rd July 1969*
at *1:06 P.M.* and is memorialized
thereof endorsed on Cert. of Title
No. *105713*

Epard
District Registrar
Vedberg, P.M.

not in name of
owner as stated
8/2/69
6/2/69
no not sign
Tupper, Adams & Company,
Barristers & Solicitors,
368 Main Street,
Winnipeg 1, Manitoba. 1969

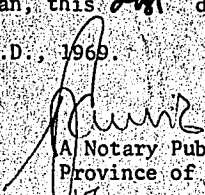
THE REAL PROPERTY ACT

I, Larry A. Kyle, of the City of Regina in the Province of Saskatchewan, make oath and say as follows:

1. I am the authorized Agent of the within named named Caveator.
2. I believe that it has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact as I verily believe.

SWORN before me at the City of)
Regina in the Province of)
Saskatchewan, this 24th day)
of July, A.D., 1969.)




A Notary Public in and for the
Province of Saskatchewan.

Whose commission expires at the
pleasure of Her Majesty the Queen

THE REAL PROPERTY ACT

TO THE DISTRICT REGISTRAR FOR THE LAND TITLES DISTRICT OF BRANDON
TAKE NOTICE that TRITON OIL & GAS CORPORATION, a body corporate,
organized under the laws of the State of Texas, One of the United
States of America

claims an equitable estate or interest in an estate in fee
simple in possession in the undermentioned land by virtue of
an Agreement for surface rights in writing dated the 28th day
of April, 1954 whereby CHARLES GRASBY of the Rural Municipality
of Odanah in the Province of Manitoba, Farmer as Lessor did
grant unto CANADIAN SUPERIOR OIL OF CALIFORNIA LTD. as Lessee
the right of entry and lease and option and other rights necessary
or incidental to drilling and/or production operations for
petroleum, natural gas and hydrocarbons.

And also by virtue of an assignment in writing dated the 15th
day of April, 1955 whereby CANADIAN SUPERIOR OIL OF CALIFORNIA
LTD. did assign to BANFF OIL LTD. all its right, title, and
interest in and to the said Agreement for surface rights.

And also by virtue of an assignment in writing dated the 31st
day of March, 1959 whereby BANFF OIL LTD. did assign to LANDA
OIL COMPANY all its right, title and interest in and to the
said Agreement for surface rights insofar as it relates to and
comprises the well sites and gas roadways in conjunction with
the wells known as BANFF-CANADIAN SUPERIOR 12-26 10-26, BANFF-
CANADIAN SUPERIOR 13-26 10-26, BANFF-CANADIAN SUPERIOR 11-26,
10-26.

And also by virtue of an assignment in writing dated the first
day of October, 1968 whereby LANDA OIL COMPANY (now LANDA
~~INDUSTRIES INC. - a Delaware Corporation~~) did assign to TRITON
OIL & GAS CORPORATION all its right, title and interest in and
to the said Agreement for surface rights insofar as it relates to
and comprises the well sites and gas roadways in conjunction with
the wells known as BANFF-CANADIAN SUPERIOR 12-26 10-26, BANFF-
CANADIAN SUPERIOR 13-26 10-26, BANFF-CANADIAN SUPERIOR 11-26,
10-26 which said Agreement for surface rights affects the land

described as follows:-

Northwest Quarter of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26), West of the Principal Meridian, in Manitoba, excepting throughout all mines and minerals and related hydrocarbons, which without restricting the generality thereof shall be deemed to include all gas and petroleum within, upon or under the said land together with full power to enter and work the same as set forth in transfer number 91114 and excepting thereout public road as shown on Plan 1043.

standing in the Register in the name of HARRY VELDHUIS, of the Town of Virden, ~~CHARLES GRASBY, of the Rural Municipality of Odanah, in Manitoba,~~ Farmer, and TRITON OIL & GAS CORPORATION forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument be expressed to be subject to its claim.

TRITON OIL & GAS CORPORATION appoints the offices of Tupper, Adams & Company, 368 Main Street, Winnipeg 1, Manitoba as the place at which notices and proceedings relating hereto may be served.

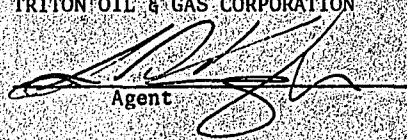
DATED this 21st day of July one thousand nine hundred and sixty-nine.

Signed in the presence of:)



TRITON OIL & GAS CORPORATION

BY:


Agent

Subject to Caveats 13769, 60675, 74843, 107081, R4438, 96844, 107212, 108137, 122807, 98426, 102395, 107080,

Address of the registered owner is:

CHARLES GRASBY - Virden, Manitoba.

ASSIGNMENT OF CAVEAT

Chevron Standard Limited, a body corporate, having an office at the City of Calgary, in the Province of Alberta, being the caveator under a caveat dated the 26th day of October, 1965, and registered in the Land Titles Office for the District of Brandon, in the Province of Manitoba, in the 27th day of October, 1965 as No. R.47590 against the following:

The North Half (N $\frac{1}{2}$) of Section Twenty-six (26), Township Ten (10), Range Twenty-six (26), West of the Principal Meridian in Manitoba excepting thereout all mines and minerals.

hereby assigns all of its interest, claims and rights with respect to the land above described to Chevron Canada Resources Limited, a body corporate having an office at the City of Calgary, in the Province of Alberta.

In witness whereof Chevron Standard Limited has hereunto signed its name this 1st day of May, 1984.

Signed by Attorney-in-Fact)	Chevron Standard Limited
)	
of Chevron Standard Limited)	
)	Per: <u>[Signature]</u>
in the presence of:)	Attorney-in-Fact
<u>[Signature]</u>)	T.M. DOUGALL

NOTICE OF CHANGE OF ADDRESS FOR SERVICE

Chevron Canada Resources Limited appoints the office of Pitlado & Hoskin, Barristers and Solicitors, 1900 One Lombard Place, Winnipeg, Manitoba, R3B 2L8, as the place at which notice of proceedings relating hereto may be served.

Dated at the City of Calgary, in the Province of Alberta this 1st day of May, A.D. 1984.

CHEVRON CANADA RESOURCES LIMITED

Per: [Signature]
Attorney-in-Fact
T.M. DOUGALL

Jan 28/91 notice mailed # Ueldhuis EA

91 00708

Certificate of Registration

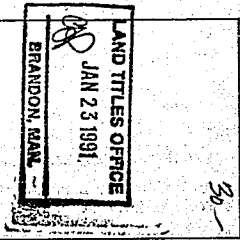
Registered this date JAN 23 1991

as No. 91 00708

I certify that the within instrument was registered in the
BRANDON Land Titles Office, and entered on
 Certificate of Title No. 185022

[Signature] For District Registrar

New Certificate of Title No. _____



Carroll

[Handwritten mark]



Caveat

PRE-CHECK	
FEES CHARGED	23
DOCUMENT NUMBER	91-708

District of Brandon

1- CAVEATOR(S) (include address and postal code)

I (We) OMT OIL LTD., 2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0Y2

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

2- PARTICULARS OF ESTATE OR INTEREST CLAIMED

Surface Lease between HAROLD THOMAS VELDHIJS and OMT OIL LTD., dated October 1st, A.D. 1990 relating to Legal Subdivision 11 of 26-10-26 WPM.

(as set forth in an instrument hereto attached) [A]

3- LAND (description)

The North Half of 26-10-26 WPM, exc.

FIRSTLY: Road Plan 1043 BLT0;

SECONDLY: All mines and minerals and related hydrocarbons as set forth in Transfer No. 91114

auto LS 11

TITLE NUMBER(S) 185922

MORTGAGE NUMBER(S)

If additional room required, attach schedule

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

HAROLD THOMAS VELDHIJS, P.O. Box 638, Virden, Manitoba R0M 2C0.

If additional room required, attach schedule

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

2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0Y2

6- SIGNATURES OF CAVEATOR(S)

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

MEIGHEN, HADDAD & COMPANY

PER: PAT L. FRASER

(Name)

(Name)

[Signature]

(Signature)

(Signature)

DATE		
Y	M	D
91	01	22

7- EVIDENCE - FARM LANDS OWNERSHIP ACT S.M. 1982-83-84 C. 22 where applicable

BY VIRTUE OF [] Agreement to Purchase [] Lease [] Loan [] Option to Purchase

- 1. The within land is the farm lands owned by the caveator(s) or
- 2. The within land is the farm lands owned by the caveator(s) or
- 3. The within farm lands are exempt by Regulation 211/84 of The Real Property Act, ie. are 5 acres or less; or
- 4. The within land is the farm lands owned by the caveator(s) or

strike out inappropriate statement(s) and initial

PAT L. FRASER

(Name)

(Name)

Co-caveator Agent

[Signature]

(Signature)

(Signature)

DATE		
Y	M	D
91	01	22

8- INSTRUMENT PRESENTED FOR REGISTRATION BY (include address and postal code)

MEIGHEN, HADDAD & COMPANY, Barristers & Solicitors, 110 - 11th Street, Brandon, Manitoba R7A 1Y6 ATTENTION: PAT L. FRASER (204) 727-8461

IMPORTANT NOTICE: By filing this document in the office of the Registrar of Land Titles, you warrant that the information contained herein is true and correct, and that you are not aware of any facts which would render the information false or misleading.

THIS SURFACE LEASE made in triplicate this 1st day of October, A.D. 1990.

BETWEEN:

HAROLD THOMAS VELDHIJS,
of the Town of Virden,
in the Province of Manitoba,

(hereinafter called "the Lessor"),

- and -

OMT OIL LTD.,

(hereinafter called "the Lessee").

SURFACE LEASE

WHEREAS the Lessor is the registered owner of an estate in fee simple, subject however to the 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 Manitoba, and described as follows:

N $\frac{1}{2}$ 26-10-26 WPM, exc:

Firstly: Road Plan 1043 ELTO;

Secondly: All mines and minerals and related hydrocarbons as he set forth in Transfer No. 91114.

NOW THEREFORE THIS SURFACE LEASE WITNESSETH THAT:

1. DEMISED PREMISES:

(a) The Lessor for the purposes and for the consideration hereinafter set forth does hereby lease unto the Lessee those parts of the said lands shown outlined in red on the Plan of Survey hereto annexed and marked "A" (hereinafter called "the demised premises") to be held by the Lessee, as tenant, for the term of three years from the date hereof, for the purpose of:

- i) Drilling for a mineral;
- ii) A wellsite, and;
- iii) A roadway.

IT IS UNDERSTOOD AND AGREED that the Lessee may use, maintain and operate the said wellsite and roadway and in addition, shall have the right, liberty and privilege in, on under or across the said ^{lands} to lay down, construct, ~~maintain, inspect,~~ remove, replace, reconstruct and repair service lines and flow lines together with all structures and equipment necessary for or incidental to that stated purpose of drilling for a mineral, a wellsite, and a roadway.

PAYMENT FOR THE FIRST YEAR BY LESSEE:

- i) For the first year of the term of this lease, the Lessee shall pay to the Lessor the sum of -----ONE THOUSAND ONE HUNDRED-----(\$1,100.00)-----DOLLARS for the site plus \$100.00 for the hydro poles and for the use of

the demised premises. This consideration is negotiated on the understanding that this is an existing wellsite which is being taken over by the Lessee herein and in order to assist the Lessee the Lessor hereby agrees to accept monthly post-dated cheques delivered by the Lessee to the Lessor for the year on or before the date hereof. The Lessee agrees that the post-dated cheques shall not be refundable nor shall the Lessee stop payment on them.

PAYMENT FOR SUBSEQUENT YEARS BY LESSEE:

ii) For each subsequent year of the terms of this Lease the Lessee shall pay to the Lessor, the total sum of \$1,100.00 for the site plus \$100.00 for the continued use of the demised premises and the said sum shall be referred to as "the annual rent".

iii) The Lessee may surrender from time to time and at any time, any portion of the wellsite located within the demised premises by giving to the Lessor written notice thereof, specifying the portion of the said wellsite being retained, and such portion, together with the roadway, shall thereafter comprise the demised premise. Provided however that the rental set out in paragraph (ii) immediately preceding shall not be reduced but shall, for all purposes, be and continue to be during the term hereof, the acreage originally selected.

2. RESTORATION OF SURRENDERED ACREAGES:

In the event that the Lessee shall surrender any portion of the demised premises as set out in paragraph (iii) immediately preceding then the Lessee shall forthwith and continuously take such steps as are necessary to restore the said surrendered portion to its original agricultural state or so near thereto as may be realistically possible.

3. TAXES PAYABLE BY LESSOR:

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

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

4. CONSTRUCTION OF DITCHES AND APPROACHES:

The Lessee shall construct roadways with shallow ditches, where ditches are required and, if required by the Lessor, with a reasonable number of approaches for the Lessor in order that the lessor may cross the roadway with farm machinery.

5. DIGGING OF PITS AND DESTRUCTION OF WEED:

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 onto the Lessor's land including the demised premises, and the Lessee shall keep down and destroy in the proper season and from time to time all noxious weeds on the demised premises. In the event that the Lessee fails to control all noxious weeds on the demised premises the Lessor may be itself or through its agents, destroy the said weeds at the expense of the Lessee.

6. FENCING OF DEMISED PREMISES:

The Lessee shall, during the continuance of this lease erect upon the boundaries of the demised premises proper fences but only if required by the Lessor, enclose all openings or excavations with proper fences to prevent livestock from falling into such openings or excavations and, if required by the Lessor, the Lessee shall provide proper livestock guards, or gates at any point of entrance on the demised premises used by the Lessee and if gates are installed, cause the same to be closed after use by the Lessee or its servants or agents. In the event that the Lessee fails to construct or fails to maintain the said structures, the Lessor may do so by itself or through its agents at the expense of the Lessee and further in Texas gates are installed the said clearance below the gates shall be kept free of debris and dirt.

7. REPLACEMENT AND REPAIR OF FENCES:

The Lessee shall replace all fences damaged or destroyed and repair all fences as to maintain them in a manner proper and useful for the purposes of both parties.

8. INDEMNITY:

The Lessee shall indemnify and save harmless the Lessor of, from and against all action, suits, claims and demands by any person in respect to any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, its servants, agents, or any person allowed or permitted to be on the premises by the Lessee, on or under the said lands.

9. RIGHT TO RENEW BY LESSEE:

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 initial term hereof, then the Lessee may give a written, not less than ninety (90) days before the expiration of the initial term, of its desire to renew the said lease. The parties hereto shall then negotiate a lease together with its terms and conditions as the circumstances require and permit.

10. QUIET ENJOYMENT BY LESSEE:

The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of this lease and any renewal thereof.

11. USE OF DEMISED PREMISES BY LESSOR:

Subject to the consent of the Lessee, the Lessor or their tenant may at their own cost, risk and expenses, cultivate such portions of the wellsite and/or roadway, being a portion of the demised premises, not actually and from time to time not being used by the Lessee. Provided, however, that the Lessee may occupy the said cultivated area at any time, without liability for damage to growing crops. The cultivation of a portion of the demised premises by the Lessor or his agents shall not imply an exclusion of the cultivated area from the demised premises nor shall it be cause to reduce the rental or shall it be excluded from any claim in respect to damage thereto by the Lessee, its servants or agents, or others permitted to enter upon the said lands.

12. RIGHT TO ASSIGN

Either party may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interest obtained by or conferred upon the parties hereto. Provided, however, that such assignment, delegation or conveyance shall be for the entire interest of the party.

13. REVIEW OF RENTALS:

Notwithstanding anything contained in this lease, upon the request of either party, the annual rental payable hereunder in respect of the demised

H.V. 10

premises shall be subject to review after three years have expired or such further time, whichever is the longer, for which a notice shall be given and each three years thereafter with such subsequent three years to date from the last rental review actually requested and completed. 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 is sought.

14. ENCUMBRANCES:

The Lessor shall have the right to encumber its property in the ordinary course of its farming business and the Lessee shall postpone its encumbrances to those of the Lessor if required by the Lessor to do so.

15. ABANDONMENT AND RESTORATION:

Upon the abandonment of a wellsite, roadway or other installation or upon the partial abandonment of any well, roadway or other installation the Lessee shall cause its equipment, structures, and all other property (except as otherwise agreed in writing between the Lessor and Lessee) to be removed and the Lessee shall use its best efforts to restore the said land to its original agricultural condition insofar as it may be reasonable and practicable to do so and to negotiate and pay reasonable compensation to the Lessee for any damage to the surrenderer or abandoned areas which the Lessee is unable to restore, for whatever reason, to its original agricultural condition existing prior to the entry thereon by the Lessee. The normal rental provided herein, shall continue until the Lessee has advised the Lessor in writing that it has completed its restoration procedures.

16. SURRENDER:

The Lessee may at any time surrender the demised premises in the manner any upon the procedure set out in the paragraph immediately proceeding provided, however, that it shall first ensure that any work or structure erected on the said land shall be first removed whereupon this lease shall terminate at the next succeeding anniversary date. The said Notice of Surrender shall be given only upon all works and structures being so removed, the lands restored, and further that a written notice has been given to the Lessor at least thirty days in advance of the anniversary date of the said Lease.

17. NOTIFICATION OF CHANGE OF OWNERSHIP:

If a party disposes of its interest in this lease it shall give the other party notice of such disposition and the name and address of the new Lessor/Lessee, as the case may be.

18. CANCELLATION IN CASE OF DEFAULT:

If the Lessee defaults in payment of any sum payable hereunder or in the performance of any covenant or obligation of the Lessee herein contained this lease may be terminated by the Lessor at the expiration of forty-five (45) days after a notice of default has been given to the Lessee unless the Lessee has in the meantime remedied such default.

19. REMOVAL OF ENCUMBRANCES:

Upon the surrender of the within lease the Lessor shall ensure that all caveats, encumbrances, and other instruments that the Lessee has filed by it, its permittees, and any other person in any way associated with the Lessee has riled and unless and until the said encumbrances have been totally removed the surrender procedures hereinbefore provided shall be deemed not to have been completed.

20. PAYMENTS:

All payments required to be made under this Lease shall be made by cheque or bank draft forwarded by pre-mail payable at par to the Lessor at its address for service of notices herein provided (or at such other places as the

H.V. Doe

Lessor may be notice designate from time to time), at least fifteen days before the due date thereof.

21. TIME OF THE ESSENCE:

Time shall be in every respect be of the essence of this Lease.

22. NOTICES:

Any notice required or permitted to be given hereunder shall be deemed to have been given ten (10) clear days after such notice is mailed by prepaid registered or certified post property addressed to a party and for the purpose of this clause, the address of the parties shall be:

LESSOR: P.O. BOX 638, Virden, Manitoba ROM 2C0

LESSEE: 2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0X2

Either party may change its address by written notice to the other party.

23. MEANING OF LESSOR AND LESSEE:

a) Reference to the Lessor and Lessee shall include the respective heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

b) Reference to the singular number and neuter gender shall include the plural number and the masculine and feminine genders and vice versa as the context requires.

c) All covenants shall be construed as joint and several.

ARBITRATION

see H.V.

~~Failing agreement between the Lessor and Lessee upon the lease terms and conditions following the exercise of the right to renew under clause 9 hereof or review of rental under clause 13, the matter shall be referred to arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party and a third to be chosen by the first of two names. The award and determination of such arbitrator or arbitrators, or any two of them shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.~~

24. MANITOBA LAW TO APPLY:

This Lease shall for all purposes be construed according to the Laws of Manitoba and if at any time legislation shall be enacted in the said Province regarding the taking or holding of surface leases, the provisions of such legislation shall automatically be applied to the within lease.

25. ACCEPTANCE BY THE LESSEE:

The Lessee hereby accepts this Lease of the demised premises to be held by it as tenant subject to the terms hereof.

IN WITNESS WHEREOF the parties have hereunto signed their names and affixed their seals of have by their proper officers appointed for the purpose signed its name and affixed its seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Lessor(s), in the)
presence of:)

Jane M. L.

Harold J. L.

SIGNED, SEALED AND DELIVERED)
 by the Lessee(s), in the)
 presence of:) _____
)
) _____
)

I, _____ (wife)(husband) of the Lessor names on the within lease, hereby consent to the hereinbefore mentioned disposition of the said lands and premises referred to therein.

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

DATED at the _____, in the Province of Manitoba, this day of _____, A.D. 1990.

 A NOTARY PUBLIC/COMMISSIONER FOR OATHS
 in and for the Province of Manitoba

DOWER AFFIDAVIT

C A N A D A) I, HAROLD THOMAS VELDHUIS
 Province of Manitoba) of the TOWN OF URDEN
 TO WIT:) in the Province of Manitoba

1. THAT I am the within named Lessor and that I am of the full age of eighteen years.

2. THAT no part of the land referred to in the instruction within written is or ever has been the homestead of me, HAROLD THOMAS VELDHUIS, the Lessor within the meaning of "The Dower Act".

3. ~~THAT I have no wife/husband.~~

SWORN before me at the TOWN)
 of URDEN in the Province)
 of Manitoba, this 10 day)
 of OCTOBER, A.D. 1990.)

James Lelthui

Gene M. [Signature]
 A NOTARY PUBLIC/COMMISSIONER
 FOR OATHS
 in and for the Province of Manitoba

AFFIDAVIT OF EXECUTION

C A N A D A) I, RENE MARK McNEILL of the
 PROVINCE OF MANITOBA) Town of Virden , in the Pro-
 TO WIT:) vince of Manitoba, Barrister

MAKE OATH AND SAY:

RC

1. THAT I was personally present and did see HAROLD THOMAS VELDHUIS
 named in the within instrument, who is (~~was~~) personally known to me to be the
 persons named therein, duly sign, seal and execute the same for the purposes
 named therein.

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

RC {

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

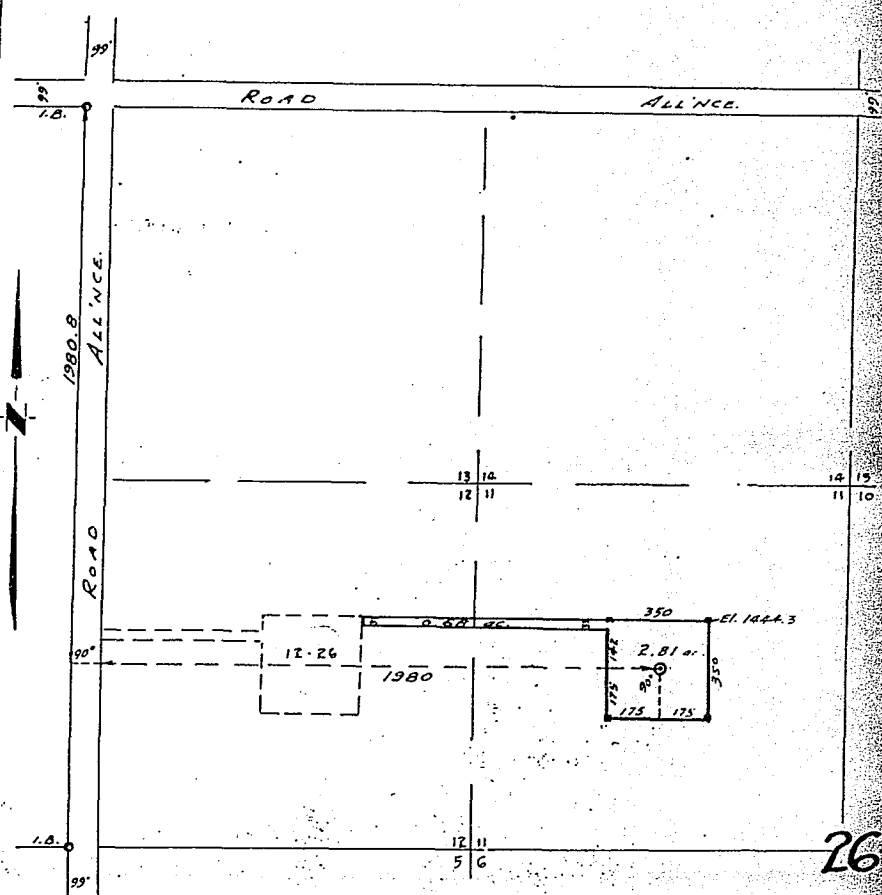
SWORN BEFORE me at the Town)
 of Virden , in the Province)
 of Manitoba, this 10 day)
 of Oct., A.D. 1990)

René Mark McNeill

RC

R. Cameron
 A. NOTARY PUBLIC, COMMISSIONER FOR OATHS
 in and for the Province of Manitoba
 My commission expires March 11th, 1991.

Plan of *Land* *Sec 26*
BANFF CDN. SUPERIOR VIRDEN "11-2"
 L.S. 11, Sec. 26, Tp. 10, Rg. 26 W.P.M.
 MANITOBA
 Scale: 1 in. = 400 Ft.



SIGNED this 10 day of OCTOBER A.D. 1990.

Harold Thomas Bell

26

WELL COORDS
 1980.8 S. of N. 64y. Sec 26
 1980 E. of W. 64y. Sec 26
 AREA REQUIRED 3.49 AC SHOWN
 OUTLINED IN RED.

GRD TIEV AT WELL 1446
 MONUMENTS FOUND AT ○
 IRON BARS 1/2" DIA 42" AT ■
 WELL LOCATION SHOWN THIS ⊙

SURVEY & PLAN CERTIFIED CORRECT
 DATE OF SURVEY June 7th 1955.

N. L. Bradley
 MANITOBA LAND SURVEYOR
 WINDYBEE

Jan 28/91 notary mounted H. Veldhuis 140

Certificate of Registration
Registered this date JAN 23 1991
as No. 91 00709
I certify that the within instrument was registered in the
BRANDON Land Titles Office and entered on
Certificate of Title No. 185022
[Signature] For District Registrar
New Certificate of Title No. _____

[Signature]
LAND TITLES OFFICE
JAN 23 1991
BRANDON, MAN.

Consent

30-

48 91 00709

REPROFITMENT

[Signature]



Caveat

District of Brandon

PRE-CHECK
FEE CHARGED
DOCUMENT NUMBER

23
91-709

1. CAVEATOR(S) (include address and postal code)
 I (We), OMT OIL LTD., 2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0Y2
 claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting this interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED
 Surface Lease between HAROLD THOMAS VELDHUIS and OMT OIL LTD., dated October 1st, A.D. 1990 relating to Legal Subdivision 12, of 26-10-26 WPM.

(as set forth in an instrument hereto attached) A

3. LAND (description)
 The North Half of 26-10-26 WPM, exc:
 FIRSTLY: Road Plan 1043 BLTO
 SECONDLY: All mines and minerals and related hydrocarbons as set forth in Transfer No. 91114
with LS 12-

TITLE NUMBER(S) 185022 MORTGAGE NUMBER(S)
 If additional room required, attach schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)
 HAROLD THOMAS VELDHUIS, P.O. Box 638, Virden, Manitoba R0M 2C0

If additional room required, attach schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE (include postal code)
 2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0Y2

6. SIGNATURES OF CAVEATOR(S)
 I, the within (Agent or of) Caveators and the statements herein are true in substance and in fact.
 The said Caveator(s) has (have) a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

MEIGHEN, HADDAD & COMPANY
 PER: PAT L. FRASER

[Signature]
 (Signature)

DATE		
Y	M	D
91	01	22

(Name) (Signature)

7. EVIDENCE — FARM LANDS OWNERSHIP ACT S.M. 1982-83-84 C. 22 where applicable
 BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase
~~The within farm lands are exempt from the Farm Lands Ownership Act, S.M. 1982-83-84 C. 22, of the Farm Lands Ownership Act, or~~
~~The within farm lands are exempt from the Farm Lands Ownership Act, S.M. 1982-83-84 C. 22, of the Farm Lands Ownership Act, or~~
 The within farm lands are exempt from the Farm Lands Ownership Act, S.M. 1982-83-84 C. 22, of the Farm Lands Ownership Act, or
 strike out inappropriate statement(s) and initial

PAT L. FRASER

[Signature]
 (Signature)

DATE		
Y	M	D
91	01	22

(Name) (Signature)

(Name) (Signature)

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address and postal code)
 MEIGHEN, HADDAD & COMPANY, Barristers & Solicitors, 110 - 11th Street, Brandon, Manitoba R7A 5Y6 ATTENTION: PAT L. FRASER (204) 727-8461

IMPORTANT NOTICE: By virtue of Section 17(3) of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an affidavit. Information of statutory requirements is given pursuant to The Manitoba Evidence Act.

THIS IS SCHEDULE "A" ATTACHED TO AND FORMING PART OF A CAVEAT BETWEEN HAROLD THOMAS VELDHIJS and OMT OIL LTD., dated October 1st, 1990.

THIS SURFACE LEASE made in triplicate this 1st day of October, A.D. 1990.

BETWEEN:

HAROLD THOMAS VELDHIJS,
of the Town of Virden,
in the Province of Manitoba,

(hereinafter called "the Lessor"),

- and -

OMT OIL LTD.,

(hereinafter called "the Lessee").

SURFACE LEASE

WHEREAS the Lessor is the registered owner of an estate in fee simple, subject however to the 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 Manitoba, and described as follows:

N $\frac{1}{2}$ 26-10-26 WPM, exc:

Firstly: Road Plan 1043 ELTO;

Secondly: All mines and minerals and related hydrocarbons as he set forth in Transfer No. 91114.

NOW THEREFORE THIS SURFACE LEASE WITNESSETH THAT:

1. DEMISED PREMISES:

(a) The Lessor for the purposes and for the consideration hereinafter set forth does hereby lease unto the Lessee those parts of the said lands shown outlined in red on the Plan of Survey hereto annexed and marked "A" (hereinafter called "the demised premises") to be held by the Lessee, as tenant, for the term of three years from the date hereof, for the purpose of:

- H.V. *lee*
- i) Drilling for a mineral;
 - ii) A wellsite, and;
 - iii) A roadway.
 - iv) A battery

IT IS UNDERSTOOD AND AGREED that the Lessee may use, maintain and operate the said wellsite and roadway and in addition, shall have the right, liberty and privilege in, on under or across the said ^{demised premises} lands, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair service lines and flow lines together with all structures and equipment necessary for or incidental to that stated purpose of drilling for a mineral, a wellsite, and a roadway. *H.V.*

PAYMENT FOR THE FIRST YEAR BY LESSEE:

i) For the first year of the term of this lease, the Lessee shall pay to the Lessor the sum of ~~ONE THOUSAND ONE HUNDRED~~ ^{ONE} ~~(\$1,100.00)~~ ^(\$1,000.00) *H.V.*
-----DOLLARS for the site plus \$100.00 for the hydro poles and for the use of

the demised premises. This consideration is negotiated on the understanding that this is an existing wellsite which is being taken over by the Lessee herein and in order to assist the Lessee the Lessor hereby agrees to accept monthly post-dated cheques delivered by the Lessee to the Lessor for the year on or before the date hereof. The Lessee agrees that the post-dated cheques shall not be refundable nor shall the Lessee stop payment on them.

PAYMENT FOR SUBSEQUENT YEARS BY LESSEE:

ii) For each subsequent year of the terms of this Lease the Lessee shall pay to the Lessor, the total sum of \$2,200.00 for the site plus \$200.00 for the continued use of the demised premises and the said sum shall be referred to as "the annual rent".

iii) The Lessee may surrender from time to time and at any time, any portion of the wellsite located within the demised premises by giving to the Lessor written notice thereof, specifying the portion of the said wellsite being retained, and such portion, together with the roadway, shall thereafter comprise the demised premise. Provided however that the rental set out in paragraph (ii) immediately preceding shall not be reduced but shall, for all purposes, be and continue to be during the term hereof, the acreage originally selected.

2. RESTORATION OF SURRENDERED ACREAGES:

In the event that the Lessee shall surrender any portion of the demised premises as set out in paragraph (iii) immediately preceding then the Lessee shall forthwith and continuously take such steps as are necessary to restore the said surrendered portion to its original agricultural state or so near thereto as may be realistically possible.

3. TAXES PAYABLE BY LESSOR:

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

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

4. CONSTRUCTION OF DITCHES AND APPROACHES:

The Lessee shall construct roadways with shallow ditches, where ditches are required and, if required by the Lessor, with a reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery.

5. DIGGING OF PITS AND DESTRUCTION OF WEED:

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 onto the Lessor's land including the demised premises, and the Lessee shall keep down and destroy in the proper season and from time to time all noxious weeds on the demised premises. In the event that the Lessee fails to control all noxious weeds on the demised premises the Lessor may be itself or through its agents, destroy the said weeds at the expense of the Lessee.

6. FENCING OF DEMISED PREMISES:

The Lessee shall, during the continuance of this lease erect upon the boundaries of the demised premises proper fences but only if required by the Lessor, enclose all openings or excavations with proper fences to prevent livestock from falling into such openings or excavations and, if required by the Lessor, the Lessee shall provide proper livestock guards, or gates at any point of entrance on the demised premises used by the Lessee and if gates are installed, cause the same to be closed after use by the Lessee or its servants or agents. In the event that the Lessee fails to construct or fails to maintain the said structures, the Lessor may do so by itself or through its agents at the expense of the Lessee and further in Texas gates are installed the said clearance below the gates shall be kept free of debris and dirt.

7. REPLACEMENT AND REPAIR OF FENCES:

The Lessee shall replace all fences damaged or destroyed and repair all fences as to maintain them in a manner proper and useful for the purposes of both parties.

8. INDEMNITY:

The Lessee shall indemnify and save harmless the Lessor of, from and against all action, suits, claims and demands by any person in respect to any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, its servants, agents, or any person allowed or permitted to be on the premises by the Lessee, on or under the said lands.

9. RIGHT TO RENEW BY LESSEE:

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 initial term hereof, then the Lessee may give a written, not less than ninety (90) days before the expiration of the initial term, of its desire to renew the said lease. The parties hereto shall then negotiate a lease together with its terms and conditions as the circumstances require and permit.

10. QUIET ENJOYMENT BY LESSEE:

The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of this lease and any renewal thereof.

11. USE OF DEMISED PREMISES BY LESSOR:

Subject to the consent of the Lessee, the Lessor or their tenant may at their own cost, risk and expenses, cultivate such portions of the wellsite and/or roadway, being a portion of the demised premises, not actually and from time to time not being used by the Lessee. Provided, however, that the Lessee may occupy the said cultivated area at any time, without liability for damage to growing crops. The cultivation of a portion of the demised premises by the Lessor or his agents shall not imply an exclusion of the cultivated area from the demised premises nor shall it be cause to reduce the rental or shall it be excluded from any claim in respect to damage thereto by the Lessee, its servants or agents, or others permitted to enter upon the said lands.

12. RIGHT TO ASSIGN

Either party may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interest obtained by or conferred upon the parties hereto. Provided, however, that such assignment, delegation or conveyance shall be for the entire interest of the party.

13. REVIEW OF RENTALS:

Notwithstanding anything contained in this lease, upon the request of either party, the annual rental payable hereunder in respect of the demised

...4

H. V. Jee

premises shall be subject to review after three years have expired or such further time, whichever is the longer, for which a notice shall be given and each three years thereafter with such subsequent three years to date from the last rental review actually requested and completed. 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 is sought.

14. ENCUMBRANCES:

The Lessor shall have the right to encumber its property in the ordinary course of its farming business and the Lessee shall postpone its encumbrances to those of the Lessor if required by the Lessor to do so.

15. ABANDONMENT AND RESTORATION:

Upon the abandonment of a wellsite, roadway or other installation or upon the partial abandonment of any well, roadway or other installation the Lessee shall cause its equipment, structures, and all other property (except as otherwise agreed in writing between the Lessor and Lessee) to be removed and the Lessee shall use its best efforts to restore the said land to its original agricultural condition insofar as it may be reasonable and practicable to do so and to negotiate and pay reasonable compensation to the Lessee for any damage to the surrenderer or abandoned areas which the Lessee is unable to restore, for whatever reason, to its original agricultural condition existing prior to the entry thereon by the Lessee. The normal rental provided herein, shall continue until the Lessee has advised the Lessor in writing that it has completed its restoration procedures.

16. SURRENDER:

The Lessee may at any time surrender the demised premises in the manner any upon the procedure set out in the paragraph immediately proceeding provided, however, that it shall first ensure that any work or structure erected on the said land shall be first removed whereupon this lease shall terminate at the next succeeding anniversary date. The said Notice of Surrender shall be given only upon all works and structures being so removed, the lands restored, and further that a written notice has been given to the Lessor at least thirty days in advance of the anniversary date of the said Lease.

17. NOTIFICATION OF CHANGE OF OWNERSHIP:

If a party disposes of its interest in this lease it shall give the other party notice of such disposition and the name and address of the new Lessor/Lessee, as the case may be.

18. CANCELLATION IN CASE OF DEFAULT:

If the Lessee defaults in payment of any sum payable hereunder or in the performance of any covenant or obligation of the Lessee herein contained this lease may be terminated by the Lessor at the expiration of forty-five (45) days after a notice of default has been given to the Lessee unless the Lessee has in the meantime remedied such default.

19. REMOVAL OF ENCUMBRANCES:

Upon the surrender of the within lease the Lessor shall ensure that all caveats, encumbrances, and other instruments that the Lessee has filed by it, its permittees, and any other person in any way associated with the Lessee has filed and unless and until the said encumbrances have been totally removed the surrender procedures hereinbefore provided shall be deemed not to have been completed.

20. PAYMENTS:

All payments required to be made under this Lease shall be made by cheque or bank draft forwarded by pre-mail payable at par to the Lessor at its address for service of notices herein provided (or at such other places as the

H.V. [signature]

SIGNED, SEALED AND DELIVERED)
by the Lessee(s), in the)
presence of:)
)
)
)

[Handwritten signature]

I, _____ (wife)(husband) of the Lessor names on the within lease, hereby consent to the hereinbefore mentioned disposition of the said lands and premises referred to therein.

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

DATED at the _____, in the Province of Manitoba, this day of _____, A.D. 1990.

.....
A NOTARY PUBLIC/COMMISSIONER FOR OATHS
in and for the Province of Manitoba

DOWER AFFIDAVIT

CANADA) I, *HAROLD THOMAS VELDHIUS*
Province of Manitoba) of the *TOWN* of *VIRDEN*
TO WIT:) in the Province of Manitoba

1. THAT I am the within named Lessor and that I am of the full age of eighteen years.
2. THAT no part of the land referred to in the instruction within written is or ever has been the homestead of me, *HAROLD THOMAS VELDHIUS*, the Lessor within the meaning of "The Dower Act".

Ve 3. ~~THAT I have no wife/husband.~~

SWORN before me at the *Town*)
of *VIRDEN* in the Province)
of Manitoba, this *10* day)
of *October*, A.D. 1990.)

Harold Veldhius

.....
A NOTARY PUBLIC/COMMISSIONER
~~for Oaths~~
in and for the Province of Manitoba

AFFIDAVIT OF EXECUTION

CANADA) I, RENE MARK McNEILL of the
PROVINCE OF MANITOBA) Town of Virden , in the Pro-
TO WIT:) vince of Manitoba, Barrister

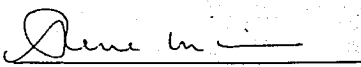
MAKE OATH AND SAY:

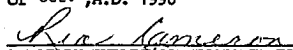
1. THAT I was personally present and did see HAROLD THOMAS VELDHUIS
named in the within instrument, who is ~~(one)~~ personally known to me to be the
persons named therein, duly sign, seal and execute the same for the purposes
named therein.

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

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

SWORN BEFORE me at the Town)
of Virden , in the Province)
of Manitoba, this 10 day)
of Oct. , A.D. 1990)




A NOTARY PUBLIC, COMMISSIONER FOR OATHS
in and for the Province of Manitoba
My commission expires March 11th, 1991.

100 feet
to the
center
of
the
road
to
be
operational

BANFF OIL LTD.

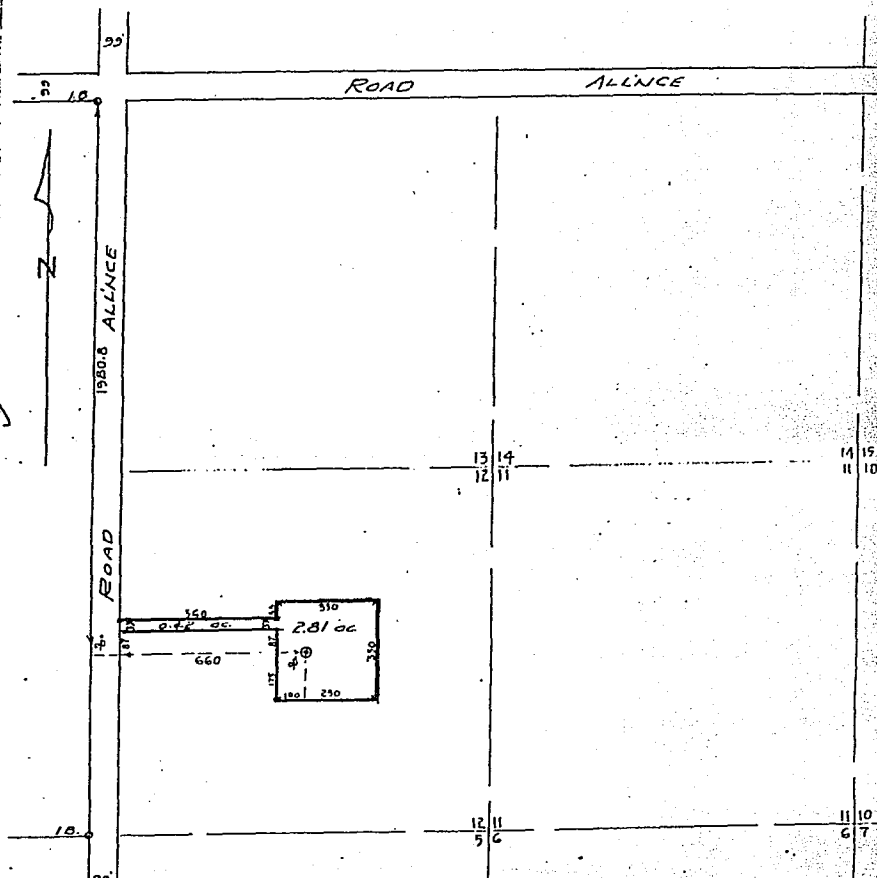
BANFF CDN. SUPERIOR VIRDEN 12-26

IN

L.S. 12, SEC. 26, TWP. 10, RGE. 26 W.P.M.

MANITOBA

Scale: 1 inch = 400 feet



SIGNED this 10 day of OCTOBER A.D., 1990.

Harold Thomas VelDHuis
HAROLD THOMAS VELDHUIS

Area required 3.23 ac. outlined in pink.
 Ground Elev. at Well: 1449.
 Iron Bars 3/8" diam X 24" at: ■
 Monuments found at: ○
 Well location shown: ⊗
 Coords. of Well:
 1980.8 South of North bdy. Sec. 26.
 660 East of West Bdy. Sec. 26.

Survey and Plan certified correct
Date of Survey: October 7th, 1954.

N.L. Purdell
Manitoba Land Surveyor
Winnipeg

Jan 28/91 Notary H Uadhuis 160

91 00710

Certificate of Registration

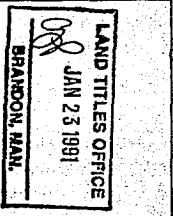
Registered this date JAN 23 1991

as No. 91 00710

I certify that the within instrument was registered in the
BRANDON Land Titles Office and entered on
 Certificate of Title No. 185022

[Signature] For District Registrar

New Certificate of Title No. _____



David

MICROFILMED

[Handwritten mark]

30



Caveat

PRE-CHECK	
FEE CHARGED	23
DOCUMENT NUMBER	91-710

District of Brandon

1. CAVEATOR(S) (include address and postal code)

I (We), OMT OIL LTD., 2900 - 1 Lombard Place, Winnipeg, Manitoba T3B 0Y2

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

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

Surface Lease between HAROLD THOMAS VELDHUIS and OMT OIL LTD. dated October 1st, A.D. 1990 relating to Legal Subdivision 13 of 26-10-26 WPM.

(as set forth in an instrument hereto attached) A

3. LAND (description)

The North Half of 26-10-26 WPM, exc:

FIRSTLY: Road Plan 1043 BLTO;

SECONDLY: All mines and minerals and related hydrocarbons as set forth in Transfer No. 91114.

Copy 1313

TITLE NUMBER(S) 185022

MORTGAGE NUMBER(S)

* If additional room required, attach schedule

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

HAROLD THOMAS VELDHUIS, P.O. Box 638, Virden, Manitoba R0M 2C0.

* If additional room required, attach schedule

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

2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0Y2

6. SIGNATURES OF CAVEATOR(S)

I, Pat L. Fraser am one of the within (Agent or ^{the} Caveators) and the statements herein are true in substance and in fact. The said Caveator(s) has (have) a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

MEIGHEN, HADDAD & COMPANY
PER: PAT L. FRASER

(Name)

(Signature)

(Name)

(Signature)

DATE		
Y	M	D
91	01	22

7. EVIDENCE — FARM LANDS OWNERSHIP ACT S.M. 1982-83-84 C. 22 where applicable

BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

- The within farm lands are exempt from the definition of "farm lands" in section 2(1) of the Farm Lands Ownership Act by section 22(6) of the Farm Lands Ownership Act.
- The within farm lands are exempt by Regulation 211/84 of The Real Property Act, i.e. are 5 acres or less; or
- The within farm lands are exempt from the definition of "farm lands" in section 2(1) of the Farm Lands Ownership Act by section 22(6) of the Farm Lands Ownership Act.

strike out inappropriate statement(s) and initial

PAT L. FRASER

(Name)

(Signature)

(Name)

(Signature)

Agent

DATE		
Y	M	D
91	01	22

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address and postal code)

MEIGHEN, HADDAD & COMPANY, Barristers & Solicitors, 110 - 11th Street, Brandon, Manitoba R7A 5Y6 ATTENTION: PAT L. FRASER (204) 727-8461

IMPORTANT NOTICE: By virtue of section 17(9) of The Real Property Act, any statement set out in this document and signed by the party making the statement and the same affect and validly as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

THIS SURFACE LEASE made in triplicate this 1st day of October, A.D. 1990.

BETWEEN:

HAROLD THOMAS VELDHIJS,
of the Town of Virden,
in the Province of Manitoba,

(hereinafter called "the Lessor"),

- and -

OMT OIL LTD.,

(hereinafter called "the Lessee").

SURFACE LEASE

WHEREAS the Lessor is the registered owner of an estate in fee simple, subject however to the 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 Manitoba, and described as follows:

N $\frac{1}{2}$ 26-10-26 WPM, exc:

Firstly: Road Plan 1043 BUTO;

Secondly: All mines and minerals and related hydrocarbons as he set forth in Transfer No. 91114.

NOW THEREFORE THIS SURFACE LEASE WITNESSETH THAT:

1. DEMISED PREMISES:

(a) The Lessor for the purposes and for the consideration hereinafter set forth does hereby lease unto the Lessee those parts of the said lands shown outlined in red on the Plan of Survey hereto annexed and marked "A" (hereinafter called "the demised premises") to be held by the Lessee, as tenant, for the term of three years from the date hereof, for the purpose of:

- i) Drilling for a mineral;
- ii) A wellsite, and;
- iii) A roadway.

H.V. IT IS UNDERSTOOD AND AGREED that the Lessee may use, maintain and operate the said wellsite and roadway and in addition, shall have the right, liberty and privilege in, on under or across the said lands to lay down, construct, maintain, ~~operate~~, remove, replace, reconstruct and repair service lines and flow lines together with all structures and equipment necessary for or incidental to that stated purpose of drilling for a mineral, a wellsite, and a roadway. H.V.

PAYMENT FOR THE FIRST YEAR BY LESSEE:

i) For the first year of the term of this lease, the Lessee shall pay to the Lessor the sum of -----ONE THOUSAND ONE HUNDRED-----(\$1,100.00)-----
-----DOLLARS for the site plus \$100.00 for the hydro poles and for the use of

the demised premises. This consideration is negotiated on the understanding that this is an existing wellsite which is being taken over by the Lessee herein and in order to assist the Lessee the Lessor hereby agrees to accept monthly post-dated cheques delivered by the Lessee to the Lessor for the year on or before the date hereof. The Lessee agrees that the post-dated cheques shall not be refundable nor shall the Lessee stop payment on them.

PAYMENT FOR SUBSEQUENT YEARS BY LESSEE:

ii) For each subsequent year of the terms of this Lease the Lessee shall pay to the Lessor, the total sum of \$1,100.00 for the site plus \$100.00 for the continued use of the demised premises and the said sum shall be referred to as "the annual rent".

iii) The Lessee may surrender from time to time and at any time, any portion of the wellsite located within the demised premises by giving to the Lessor written notice thereof, specifying the portion of the said wellsite being retained, and such portion, together with the roadway, shall thereafter comprise the demised premise. Provided however that the rental set out in paragraph (ii) immediately preceding shall not be reduced but shall, for all purposes, be and continue to be during the term hereof, the acreage originally selected.

2. RESTORATION OF SURRENDERED ACREAGES:

In the event that the Lessee shall surrender any portion of the demised premises as set out in paragraph (iii) immediately preceding then the Lessee shall forthwith and continuously take such steps as are necessary to restore the said surrendered portion to its original agricultural state or so near thereto as may be realistically possible.

3. TAXES PAYABLE BY LESSOR:

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

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

4. CONSTRUCTION OF DITCHES AND APPROACHES:

The Lessee shall construct roadways with shallow ditches, where ditches are required and, if required by the Lessor, with a reasonable number of approaches for the Lessor in order that the lessor may cross the roadway with farm machinery.

5. DIGGING OF PITS AND DESTRUCTION OF WEED:

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 onto the Lessor's land including the demised premises, and the Lessee shall keep down and destroy in the proper season and from time to time all noxious weeds on the demised premises. In the event that the Lessee fails to control all noxious weeds on the demised premises the Lessor may be itself or through its agents, destroy the said weeds at the expense of the Lessee.

6. FENCING OF DEMISED PREMISES:

The Lessee shall, during the continuance of this lease erect upon the boundaries of the demised premises proper fences but only if required by the Lessor, enclose all openings or excavations with proper fences to prevent livestock from falling into such openings or excavations and, if required by the Lessor, the Lessee shall provide proper livestock guards, or gates at any point of entrance on the demised premises used by the Lessee and if gates are installed, cause the same to be closed after use by the Lessee or its servants or agents. In the event that the Lessee fails to construct or fails to maintain the said structures, the Lessor may do so by itself or through its agents at the expense of the Lessee and further in Texas gates are installed the said clearance below the gates shall be kept free of debris and dirt.

7. REPLACEMENT AND REPAIR OF FENCES:

The Lessee shall replace all fences damaged or destroyed and repair all fences as to maintain them in a manner proper and useful for the purposes of both parties.

8. INDEMNITY:

The Lessee shall indemnify and save harmless the Lessor of, from and against all action, suits, claims and demands by any person in respect to any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, its servants, agents, or any person allowed or permitted to be on the premises by the Lessee, on or under the said lands.

9. RIGHT TO RENEW BY LESSEE:

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 initial term hereof, then the Lessee may give a written, not less than ninety (90) days before the expiration of the initial term, of its desire to renew the said lease. The parties hereto shall then negotiate a lease together with its terms and conditions as the circumstances require and permit.

10. QUIET ENJOYMENT BY LESSEE:

The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of this lease and any renewal thereof.

11. USE OF DEMISED PREMISES BY LESSOR:

Subject to the consent of the Lessee, the Lessor or their tenant may at their own cost, risk and expenses, cultivate such portions of the wellsite and/or roadway, being a portion of the demised premises, not actually and from time to time not being used by the Lessee. Provided, however, that the Lessee may occupy the said cultivated area at any time, without liability for damage to growing crops. The cultivation of a portion of the demised premises by the Lessor or his agents shall not imply an exclusion of the cultivated area from the demised premises nor shall it be cause to reduce the rental or shall it be excluded from any claim in respect to damage thereto by the Lessee, its servants or agents, or others permitted to enter upon the said lands.

12. RIGHT TO ASSIGN

Either party may delegate, assign or convey to other persons or corporations all or any of the powers, rights and interest obtained by or conferred upon the parties hereto. Provided, however, that such assignment, delegation or conveyance shall be for the entire interest of the party.

13. REVIEW OF RENTALS:

Notwithstanding anything contained in this lease, upon the request of either party, the annual rental payable hereunder in respect of the demised

H.V. [Signature]

premises shall be subject to review after three years have expired or such further time, whichever is the longer, for which a notice shall be given and each three years thereafter with such subsequent three years to date from the last rental review actually requested and completed. 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 is sought.

14. ENCUMBRANCES:

The Lessor shall have the right to encumber its property in the ordinary course of its farming business and the Lessee shall postpone its encumbrances to those of the Lessor if required by the Lessor to do so.

15. ABANDONMENT AND RESTORATION:

Upon the abandonment of a wellsite, roadway or other installation or upon the partial abandonment of any well, roadway or other installation the Lessee shall cause its equipment, structures, and all other property (except as otherwise agreed in writing between the Lessor and Lessee) to be removed and the Lessee shall use its best efforts to restore the said land to its original agricultural condition insofar as it may be reasonable and practicable to do so and to negotiate and pay reasonable compensation to the Lessee for any damage to the surrenderer or abandoned areas which the Lessee is unable to restore, for whatever reason, to its original agricultural condition existing prior to the entry thereon by the Lessee. The normal rental provided herein, shall continue until the Lessee has advised the Lessor in writing that it has completed its restoration procedures.

16. SURRENDER:

The Lessee may at any time surrender the demised premises in the manner any upon the procedure set out in the paragraph immediately proceeding provided, however, that it shall first ensure that any work or structure erected on the said land shall be first removed whereupon this lease shall terminate at the next succeeding anniversary date. The said Notice of Surrender shall be given only upon all works and structures being so removed, the lands restored, and further that a written notice has been given to the Lessor at least thirty days in advance of the anniversary date of the said Lease.

17. NOTIFICATION OF CHANGE OF OWNERSHIP:

If a party disposes of its interest in this lease it shall give the other party notice of such disposition and the name and address of the new Lessor/Lessee, as the case may be.

18. CANCELLATION IN CASE OF DEFAULT:

If the Lessee defaults in payment of any sum payable hereunder or in the performance of any covenant or obligation of the Lessee herein contained this lease may be terminated by the Lessor at the expiration of forty-five (45) days after a notice of default has been given to the Lessee unless the Lessee has in the meantime remedied such default.

19. REMOVAL OF ENCUMBRANCES:

Upon the surrender of the within lease the Lessor shall ensure that all caveats, encumbrances, and other instruments that the Lessee has filed by it, its permittees, and any other person in any way associated with the Lessee has ried and unless and until the said encumbrances have been totally removed the surrender procedures hereinbefore provided shall be deemed not to have been completed.

20. PAYMENTS:

All payments required to be made under this Lease shall be made by cheque or bank draft forwarded by pre-mail payable at par to the Lessor at its address for service of notices herein provided (or at such other places as the

H.V. Jee

Lessor may be notice designate from time to time), at least fifteen days before the due date thereof.

21. TIME OF THE ESSENCE:

Time shall be in every respect be of the essence of this Lease.

22. NOTICES:

Any notice required or permitted to be given hereunder shall be deemed to have been given ten (10) clear days after such notice is mailed by prepaid registered or certified post property addressed to a party and for the purpose of this clause, the address of the parties shall be:

LESSOR: P.O. BOX 638, Virden, Manitoba ROM 2C0

LESSEE: 2900 - 1 Lombard Place, Winnipeg, Manitoba R3B 0X2

Either party may change its address by written notice to the other party.

23. MEANING OF LESSOR AND LESSEE:

a) Reference to the Lessor and Lessee shall include the respective heirs, executors, administrators, successors, and assigns of the Lessor and Lessee.

b) Reference to the singular number and neuter gender shall include the plural number and the masculine and feminine genders and vice versa as the context requires.

c) All covenants shall be construed as joint and several.

ARBITRATION

Failing agreement between the Lessor and Lessee upon the lease terms and conditions following the exercise of the right to renew under clause 9 hereof or review of rental under clause 13, the matter shall be referred to arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party and a third to be chosen by the first of two names. The aware and determination of such arbitrator or arbitrators, or any two of them shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

H.Y.

H.Y.

24. MANITOBA LAW TO APPLY:

This Lease shall for all purposes be construed according to the Laws of Manitoba and if at any time legislation shall be enacted in the said Province regarding the taking or holding of surface leases, the provisions of such legislation shall automatically be applied to the within lease.

25. ACCEPTANCE BY THE LESSEE:

The Lessee hereby accepts this Lease of the demised premises to be held by it as tenant subject to the terms hereof.

IN WITNESS WHEREOF the parties have hereunto signed their names and affixed their seals of have by their proper officers appointed for the purpose signed its name and affixed its seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Lessor(s), in the)
presence of:)

James J. [Signature]

Dene [Signature]



SIGNED, SEALED AND DELIVERED)
by the Lessee(s), in the)
presence of:)
)
)
)

I, _____ (wife)(husband) of the Lessor names on the within lease, hereby consent to the hereinbefore mentioned disposition of the said lands and premises referred to therein.

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

DATED at the _____, in the Province of Manitoba, this day of _____, A.D. 1990.

.....
A NOTARY PUBLIC/COMMISSIONER FOR OATHS
in and for the Province of Manitoba

DOWER AFFIDAVIT

CANADA) I, HAROLD THOMAS VELDHUIS
Province of Manitoba) of the TOWN of VIRDEN
TO WIT:) in the Province of Manitoba

1. THAT I am the within named Lessor and that I am of the full age of eighteen years.
2. THAT no part of the land referred to in the instruction within written is or ever has been the homestead of me, HAROLD THOMAS VELDHUIS the Lessor within the meaning of "The Dower Act".
3. THAT I have no wife/husband.

SWORN before me at the TOWN)
of VIRDEN in the Province)
of Manitoba, this 10 day)
of OCTOBER, A.D. 1990.)

Harold Veldhuis

Gene In...
A NOTARY PUBLIC/COMMISSIONER
FOR OATHS
in and for the Province of Manitoba

AFFIDAVIT OF EXECUTION

C A N A D A) I, RENE MARK McNEILL of the
 PROVINCE OF MANITOBA) Town of Virden , in the Pro-
 TO WIT:) vince of Manitoba, Barrister

MAKE OATH AND SAY:

1. THAT I was personally present and did see HAROLD THOMAS VELDHUIS named in the within instrument, who is (~~was~~) personally known to me to be the persons named therein, duly sign, seal and execute the same for the purposes named therein.

RG

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

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

RG

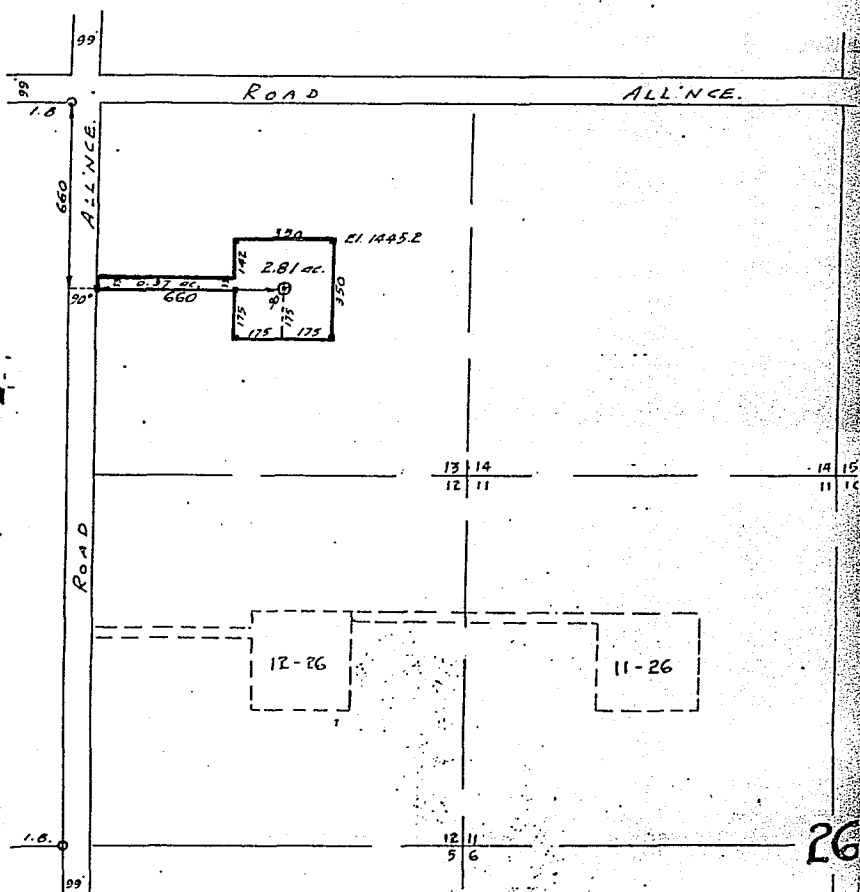
SWORN BEFORE me at the Town)
 of Virden , in the Province)
 of Manitoba, this 10 day)
 of Oct., A.D. 1990)

René Mark McNeill

RG

René Mark McNeill
 A. NOTARY PUBLIC, COMMISSIONER FOR OATHS
 in and for the Province of Manitoba
 My commission expires March 11th, 1991.

Plan of
BANFF CDN. SUPERIOR VIRDEN 13-
L.S. 13, Sec. 26, Tp. 10, Rg. 26 W.P. 1
 MANITOBA
 Scale 1 in = 400 Ft



SIGNED this 10 day of OCTOBER, A.D. 1920.

Harold Thomas Velthuis
 HAROLD THOMAS VELTHUIS

WELL COORDS.
 660 S. of N. by Sec. 26
 660 E. of W. by Sec. 26
 AREA REQUIRED 3.18 AC SHOWN
 OUTLINED IN RED
 GRD ELEV AT WELL 1445
 MONUMENTS FOUND AT ○
 IRON BARS 3/4" DIAM 424" AT ■
 WELL LOCATION SHOWN THIS ⊙

SURVEY & PLAN CERTIFIED CORRECT
 DATE OF SURVEY June 7th 1915

A. L. Finlay
 MANITOBA LAND SURVEYOR

26

9.1 05213

30-

LAND TITLES OFFICE
APR 28 10 31
MICROFILMED
BRANDON, MA.

Raag t Govt

- 183190
- 185022
- 159132
- 156170
- 144744
- 144742

91-3213-4554
 of CURVE
 I certify that this instrument
 was Registered in the Brandon
 APR - 8 1991
 of and on the
 of
 156170, 144744, 144742
 District Registrar

10

ASSIGNMENT OF CAVEAT

CANADIAN SUPERIOR OIL LTD., of 330 - 5th Avenue S.W., Calgary, Alberta, T2P 2J7, being the Caveator under a Caveat dated the 18th day of January, 1949, as No. 74843 against the following described land:

All Mines and Minerals including Petroleum and Natural Gas within, upon, or under the following described land:

the North Half of Section Twenty-six, Township Ten and Range Twenty-six, West of the First Meridian in Manitoba

hereby assign all of our interests, claims and rights with respect to the land above described to:

158435 CANADA LTD., c/o CORVAIR OILS LTD., P.O. Box 3827, Edmonton, Alberta, T5L 4J8.

In witness whereof I have hereunto signed my name this 25th day of March, 1991.

CANADIAN SUPERIOR OIL LTD.
W. J. Besten

MANITOBA ADDRESS FOR SERVICE:

158435 CANADA LTD.
c/o Thompson, Dorfman, Sweatman
500 - 3 Lombard Avenue
Winnipeg, Manitoba R3B 1N4

2/14

91 03214

MICROFILMED

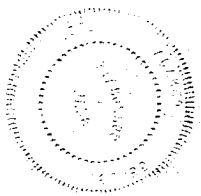
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LAND TITLES OFFICE
APR - 8 1991
BRANDON, MAH.

Assey's Credit

- 183190
- 185022
- 159132
- 156170
- 144744
- 144742

91-3814-
Assey's Credit
No. 183190, 185022, 159132,
156170, 144744, 144742
I certify that this instrument
was Registered in the Brandon
Land Titles Office on
APR. - 8 1991 and a memorial
thereof endorsed on Cert. of Title
No. 183190, 185022, 159132,
156170, 144744, 144742
Clerk of District Registrar



K

Form 19
(Section 156 of The Real Property Act)

File: 3325

ASSIGNMENT OF CAVEAT

158435 CANADA LTD., c/o CORVAIR OILS LTD., P.O. Box 3827, Edmonton, Alberta, T5L 4J8, having been assigned a Caveat dated the 18th day of January, 1949, as No. 74843 originally registered in the name of CANADIAN SUPERIOR OIL LTD., against the following described land:

All Mines and Minerals including Petroleum and Natural Gas within, upon, or under the following described land:

the North Half of Section Twenty-six, Township Ten and Range Twenty-six, West of the First Meridian in Manitoba

hereby assign all of our interests, claims and rights with respect to the above described to:

CORVAIR OILS LTD., P.O. Box 3827, Edmonton, Alberta, T5L 4J8.

In witness whereof I have hereunto signed my name this 25th day of March, 1991

158435 CANADA LTD.

J. B. Mitchell
J. B. Mitchell, Director

MANITOBA ADDRESS FOR SERVICE:

CORVAIR OILS LTD.
c/o Thompson, Dorfman, Sweatman
500 - 3 Lombard Avenue
Winnipeg, Manitoba R3B 1N4



LTO USE ONLY

SEP 28 1998

1051337

FEES CHECKED	REFUND AMOUNT
Certificate of Registration	
Registered this date <u>SEP 23 1998</u>	
as No. <u>1051337</u>	
I certify that the within instrument was registered in the	
<u>BRANDON</u> Land Titles Office and entered on	
Title No. <u>185022</u>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><u>R. L. [Signature]</u> For District Registrar</p> </div> <div style="width: 50%; border: 1px solid black; padding: 5px;"> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">LAND TITLES OFFICE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SEP 23 1998</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">BRANDON, MAN.</p> </div> </div>	

#0

Approved as to form - Registrar General - Reg. No. 2223431.
Where an instrument is registered that does not conform with the form of the instrument
prescribed by the regulation, the Registrar General and the District Registrar disclaim liability for
loss resulting from the non-conformance.

Caveat

Form 18-1

Manitoba
Consumer & Corporate Affairs
Land Titles

District of BRANDON LAND TITLES OFFICE

(98/291/001) 93/129W #002 #002A

1. CAVEATOR

MTS Communications Inc.
489 Empress Street, PO Box 6666, Winnipeg, Manitoba R3C 3V6

claims an interest in the following land and forbids the registration of any instrument affecting this interest unless such instrument be expressed to be subject to its claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

An agreement in writing dated the 6 th day of May 1993 between

HAROLD THOMAS VELDHUIS

and the within Caveator whereby the said

HAROLD THOMAS VELDHUIS

grants to the within Caveator an easement or right-of-way for the purpose of constructing, erecting, laying and maintaining underground telecommunications lines and cables with pedestals as more specifically described in the agreement hereto attached and marked as exhibit "A".

3. LAND DESCRIPTION

PCL1: WLY 17 METRES PERP OF NW 1/4 26-10-26 WPM
EXC. FIRSTLY, THAT PORTION LYING TO THE NORTH OF A LINE DRAWN SOUTH OF, PARALLEL WITH AND PERP DISTANT 17 METERS FROM THE SOUTHERN LIMIT OF ROAD PLAN 1043 BLTO; SECONDLY, ALL MINES AND MINERALS AND RELATED HYDROCARBONS AS SET FORTH IN TRANSFER NO. 91114.

PCL2: ALL THAT PORTION OF THE N 1/2 26-10-26 WPM WHICH LIES BETWEEN THE SOUTHERN LIMIT OF ROAD PLAN 1043 B LTO AND A LINE DRAWN SOUTH OF PARALLEL WITH AND PERP DISTANT 17 METRES FROM THE SAID SOUTHERN LIMIT.
EXC. ALL MINES AND MINERALS AND RELATED HYDROCARBONS AS SET FORTH IN TRANSFER NO. 91114.

TITLE NUMBER(S) 185022

see schedule

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

HAROLD THOMAS VELDHUIS
BOX 638, VIRDEN, MB, ROM 2C0

see schedule

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

MTS Communications Inc.
Property Acquisition
Room B504 - 489 Empress Street
PO Box 6666
Winnipeg, Manitoba R3C 3V6

6. SIGNATURE OF CAVEATOR

- That I, William F. Johnstone, am the agent of MTS Communications Inc., the within Caveator, and I verily believe the statements herein are true in substance and in fact.
- The said Caveator has a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

William F. Johnstone

SIGNATURE

DATE
Y : M : D
98 : 09 : 15

7. FARM LANDS OWNERSHIP DECLARATION

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because the within land is not farm land as described in *The Farm Lands Ownership Act*.

William F. Johnstone
Agent

DATE
Y : M : D
98 : 09 : 15

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address and postal code)

MTS Communications Inc.
Property Acquisition
Room B504 - 489 Empress Street
PO Box 6666
Winnipeg, Manitoba R3C 3V6

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

32012

MTS FORM 1022
92-05 (04)



THE MANITOBA TELEPHONE SYSTEM RIGHT-OF-WAY AGREEMENT

File # 93/1290
Track # 002
Ref # 8452

This is the agreement
Referred to in the attached
caveat as Exhibit "A"

THIS AGREEMENT made in triplicate this 6th day of MAY, 1993.

BETWEEN: HAROLD THOMAS VELDHUIS

(hereinafter referred to as the "Grantor")

and

THE MANITOBA TELEPHONE SYSTEM
(hereinafter referred to as "MTS")

1. In consideration of the payment of Nil Dollars (\$ Nil), the receipt of which is acknowledged, the Grantor, being the registered owner of the land described below (the "Land"), grants to MTS a right, licence and easement over, across, upon and under the Land (the "Right-of-Way"), with permission to enter upon the Right-of-Way and to construct, maintain, repair, remove, add and replace buried telephone and telecommunications lines, wires, cables, equipment, and pedestals as may be required (the "Telecommunications Plant") on, within and under the Right-of-Way:

H.V. 79 B.
 PARCEL 1: NLY 20 METERS PERP OF NW 1/4 26-10-26 WPM
 EXC: THAT PORTION LYING TO THE NORTH OF A LINE DRAWN SOUTH OF, PARALLEL WITH
 AND PERP DISTANT 20 METERS FROM THE SOUTHERN LIMIT OF THE ROAD PLAN 1043
 B.L.T.U.

PARCEL 2: ALL THAT PORTION OF THE N 1/2 26-10-26 WPM WHICH LIES BETWEEN THE
 SOUTHERN LIMIT OF ROAD PLAN 1043 BLTO, AND A LINE DRAWN SOUTH OF PARALLEL
 WITH AND PERP DISTANT 20 METERS FROM THE SAID SOUTHERN LIMIT.
 Certificate(s) of Title No. 185022

H.V. 17 B.

2. MTS shall exercise the rights granted under this Agreement in a careful manner so as to cause a minimum of inconvenience or damage to the Grantor. In addition to the consideration specified in paragraph 1 above, MTS shall pay reasonable compensation to the Grantor for damage to the Grantor's crops which is caused in the exercise of the rights granted under this Agreement. Where damage to the Land or improvements to the Land is caused in the exercise of these rights, MTS or its contractors or agents shall restore the Land or improvements to the Land to a condition which is as close as reasonably practicable to the condition thereof immediately prior to the exercise of these rights, and, where such restoration cannot be effected, MTS shall pay reasonable compensation to the Grantor in respect of such damage.
3. The Grantor grants to MTS the right of free and unimpeded access to any part of the Right-of-Way for the purposes described in paragraph 1 above, which rights may be exercised without charge and at any and all times by MTS or its contractors or agents. MTS agrees that any tree or brush clearing or removal within the Right-of-Way shall be undertaken by mutual agreement of the Grantor and MTS. In the event MTS must re-enter the Right-of-Way for any of the purposes described in paragraph 1 above, MTS, wherever practicable, will notify the Grantor in advance of such re-entry, provided that the lack of such notification to the Grantor shall not in any way affect MTS' rights under this Agreement.
4. The Grantor agrees to provide reasonable notice to MTS of its intention to excavate or to remove the soil from or within the Right-of-Way, so as to enable MTS to undertake such measures as may be necessary to protect the Telecommunications Plant against damage.
5. The Grantor agrees to obtain the consent of MTS before erecting or permitting the erection of any building or structure on or within the Right-of-Way, which consent shall not be unreasonably withheld by MTS.
6. The Grantor acknowledges that a plan of survey with respect to the Right-of-Way granted under this Agreement may be registered at the Land Titles Office by MTS. Upon registration of this plan of survey, the Grantor authorizes and directs MTS to insert in this Agreement, where there is a blank space left for that purpose, the registered plan number. The Grantor agrees that such insertion shall not affect this Agreement or the rights granted under this Agreement, and that this Agreement shall have the same force and effect as though the registered plan number had been included at the time of its execution, and MTS, following the insertion of the registered plan number, shall be entitled to register this Agreement by way of caveat. The Grantor agrees that notwithstanding that the plan number may be absent at the time of the execution of this Agreement, MTS shall be entitled to enter upon the Land to the extent and subject to the terms specified in this Agreement.
7. To the intent that the rights, licences and privileges contained in this Agreement may run with the Land, the Grantor covenants and agrees that such rights, licences and privileges shall enure to the benefit of MTS, its successors and assigns, and shall be binding upon the Grantor and the Grantor's successors in title, and the owners or occupiers for the time being of the Land or any part of the Land.

IN WITNESS WHEREOF the parties have executed this Agreement on the above date.

[Signature]
Witness

[Signature]
HAROLD THOMAS VELDHUIS

Witness

THE MANITOBA TELEPHONE SYSTEM

Per: [Signature]
Authorized Signing Officer.





I, _____, the wife/
husband of _____, the Grantor named in the
the instrument within written, hereby consent to the making of the same by him/her.

DATED this _____ day of _____ 19 _____

WITNESS _____

CERTIFICATE OF ACKNOWLEDGMENT OF CONSENT BY WIFE/HUSBAND

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

DATED at the _____ of _____ in the Province of Manitoba.
this _____ day of _____ 19 _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, **E. BRETT TINKLER**
of the **CITY** of **BRANDON**
in the Province of Manitoba, **RIGHT-OF-WAY-AGENT**

make oath and say:

1. THAT I was personally present and did see **HAROLD THOMAS VELDHUIS**
the within Grantor(s) execute the within instrument.
2. THAT I know the said part(ies) and am satisfied that he is
of the full age of eighteen years.
3. THAT the said instrument was executed at **Rm of WOODWORTH**
aforesaid and that I am a subscribing witness thereto.

Sworn before me at the **City**
of **Brandon** in the
Province of Manitoba, this _____
day of **May**, 19**93**

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES MAY 23, 1994

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, **HAROLD THOMAS VELDHUIS**
and
(both) of the **Rm** of **WOODWORTH**
in the Province of Manitoba

(Separately) make oath and say:

1. THAT I am (one of) the within named Grantor(s) and that I am of the full age of eighteen years.
2. THAT I am (one of) the (person(s) entitled to be) registered owner(s) of the within described lands.
3. ~~THAT my Co-Grantor is the husband of me,~~ one of
the Grantors.
4. ~~THAT my Co-Grantor is the wife of me,~~ one of
the Grantors.
5. ~~THAT I have no husband/wife.~~
6. ~~THAT the person who consents as husband/wife to the instrument within written is the husband/wife~~
of me, ~~HAROLD THOMAS VELDHUIS~~ the Grantor.
7. THAT no part of the land referred to in the instrument within written is or ever has been the homestead of
me, **HAROLD THOMAS VELDHUIS** the Grantor(s),
within the meaning of the *The Dower Act*.

(Separately) SWORN before me at the **Rm**
of **WOODWORTH**
Province of Manitoba the **6th** 19**93**
day of **May**

in the _____

HAROLD THOMAS VELDHUIS

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES MAY 3, 1995

1149250

LAND TITLES OFFICE
AUG 9 2004
BRANSON, MO.

20 x 3700 = 74000

No. 1149250
I certify that this instrument
was Registered in the Branson
Land Titles Office on.....
3 Aug 2004 and a memorial
thereof endorsed on Cert. of Title
No. 100-20-010
W. J. B. B. B.
District Registrar

Form 19
(Section 144.1 of the Act)

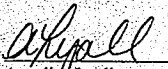
ASSIGNMENT OF CAVEAT

Chevron Canada Limited, being the caveator under the caveats listed below, registered in the Land Titles Office for the District of Brandon, on the dates, and by the Numbers, and against the lands as listed below:

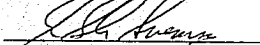
CHEVRON FILE	CAVEAT NUMBER	TITLE NUMBER	QUARTER	LEGAL DESCRIPTION	REGISTRATION DATE
25379	R58655	1830668	S 1/2	26-10-26W1M	4-May-1967
	R142520	1830668	SE 1/4	26-10-26W1M	17-Jan-1980
35174	R145907	1830668	W 1/2	25-10-26W1M	5-Aug-1980
			S 1/2	26-10-26W1M	
	87-2268	1830668	SW 1/4	25-10-26W1M	26-Feb-1987
	91-11901	1830668	SE 1/4	26-10-26W1M	17-Dec-1991
108291	1092352	1830668	SW 1/4	25-10-26W1M	8-Mar-2001
108458	1105396	1830668	SW 1/4	25-10-26W1M	13-Dec-2001
	1109372	1830668	SW 1/4	25-10-26W1M	27-Feb-2002
108552	1128845	1830668	SW 1/4	26-10-26W1M	28-Apr-2003
	83-742	1806679	SE 1/4	25-10-26W1M	27-Jan-1983
10664	86-280	1806679	SE 1/4	25-10-26W1M	7-Jan-1986
	1108878	1806679	SE 1/4	25-10-26W1M	18-Feb-2002
108462	1109766	1806679	SE 1/4	25-10-26W1M	8-Mar-2002
108555	1128850	1806679	SE 1/4	25-10-26W1M	28-Apr-2003
	R47590	1876437	N 1/2	26-10-26W1M	27-Oct-1965
108553	1105398	1876437	NE 1/4	26-10-26W1M	13-Dec-2001
108463	1105400	1876437	NE 1/4	26-10-26W1M	13-Dec-2001
	R15373	1886597	PTN SE 1/4	36-10-26W1M	11-Jul-1960
	R18458	1886597	PTN SE 1/4	36-10-26W1M	27-Jul-1961
	86-283	1825562	PTN SE 1/4	36-10-26W1M	7-Jan-1986

hereby assign all of its interests, claims and rights with respect to the land above described to **ENERPLUS ECT RESOURCES LTD.**

In witness whereof I have hereunto signed my name this 30th day of June, 2004.


Angelica Lyall
Witness

CHEVRON CANADA LIMITED


E. GLEN SVEINSON
TEAM LEADER, LAND ADMINISTRATION
ATTORNEY-IN-FACT

Address for service:

Enerplus ECT Resources Ltd.
Banker's Hall
P.O. Box # 22276
Calgary, AB
T2P 4J6

Attention: Manager, Land Contracts and Administration

FAX

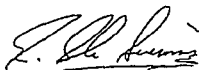
Date: August 11, 2004

To: Holly Pierce, Fax (204) 726-6553, Phone (204) 726-6523

From: Susan Wilson, Fax (403) 234-5734, Phone (403) 235-5408

RE: **Correction To Assignment of Caveat No. 1149250**

For Caveat R15373, please add CT 1686590 and part of ne ¼ 36-10-26 WPM



Authorized by E. Glen Sveinson

Thank you.

Susan Wilson

FAX

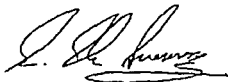
Date: August 11, 2004

To: Holly Pierce, Fax (204) 726-6553, Phone (204) 726-6523

From: Susan Wilson, Fax (403) 234-5734, Phone (403) 235-5408

RE: **Correction To Assignment of Caveat No. 1149250**

For Caveat R18458, please add CT 1686590 and part of NE ¼ 36-10-26 WPM



Authorized by E. Glen Sveinson

Thank you.

Susan Wilson

FAX

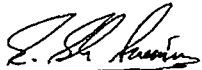
Date: August 11, 2004

To: Holly Pierce, Fax (204) 726-6553, Phone (204) 726-6523

From: Susan Wilson, Fax (403) 234-5734, Phone (403) 235-5408

RE: **Correction To Assignment of Caveat No. 1149250**

For Caveat 86-283, please remove CT 1425562 - Ptn SE ¼ 36-10-26 WPM and replace it with CT's 1707176, 1707161, 175785 & 172318 - W ½ 36-10-26 WPM



Authorized by E. Glen Sveinson

Thank you.

Susan Wilson


AFFIDAVIT OF SUBSCRIBING WITNESS

I, Angelica Lyall, of the City of Calgary, in Alberta, make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at Calgary, Alberta, by E. Glen Sveinson, Team Leader, Land Administration, Attorney-In-Fact for Chevron Canada Limited.

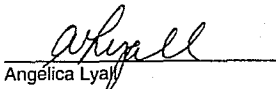
I verily believe that each person whose signature I witnessed is of the full age of majority and is the party of the same name referred to in the instrument.

SWORN before me at the City
of Calgary, in the Province of
Manitoba, this 30th day of
June, 2004



Cindy V. Marchant

A Commissioner for Oaths outside
the Province of Manitoba
My commission expires November 27, 2005


Angelica Lyall

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

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

Joanne Feeney (403) 693-4916

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES)

Set for acceptance

CK

Examined by:

CK

Fees checked

GR

LAND TITLES OFFICE

MAY 27 2013

BRANDON, MB

Fee

*50⁰⁰

Fee adjustment

Extra Fee

Refund

AC

Registration No.

13758196 12

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)
ENERPLUS CORPORATION 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1
Joanne Feeney (403) 693-4916

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____

Set for acceptance	<input checked="" type="checkbox"/> KD	LAND TITLES OFFICE MAY 28 2013 BRANDON, MB	Fee	<u>\$500.00</u>	Ac
Examined by:	<input type="checkbox"/>		Fee adjustment	_____	
Fees checked	<input checked="" type="checkbox"/> KD		<input type="checkbox"/> Extra Fee	<input type="checkbox"/> Refund	
			Registration No.		
					1338289/2

ASSIGNMENT OF CAVEAT Form 11

SC23325

1. CAVEATOR(S)/ASSIGNOR(S)
 We, Enerplus Corporation, (successor in interest to Enerplus ECT Resources Ltd. by amalgamation) of 3000, 333-7th Avenue S.W., Calgary, Alberta, T2P 2Z1, being the Caveator
 see schedule

2. CURRENT AFFECTED TITLE(S)
 1876437/2

3. CAVEAT BEING ASSIGNED
 Instrument Number: : R47590/2

4. ASSIGNEE(S) (full legal name and address for service)
 COREX RESOURCES LTD.
 Bankers Hall
 P.O. Box 22101
 Calgary, AB
 T2P 4J5

5. SIGNATURE OF CAVEATOR(S)/ASSIGNOR(S)

1. I am (one of) the within (caveator(s)/assignor(s)) and I am of the age of majority.
 2. I hereby assign the above Caveat, together with all interests, claims and rights that I have in the lands affected by it as caveator, to the assignee(s).
 3. I am an employee of the Caveator and have authority to bind. I am of the full age of majority.

.....2013/05/08
 witness's signature name signature date (YYYY/MM/DD)
 Koraley Whincup Don Ratcliff, Manager Surface Land

Prior to signing and witnessing this document, please carefully review the notices in Box 6.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of The Real Property Act.

6. IMPORTANT NOTICES
NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.
 AND
 2. That they have acknowledged to you that they:
 (a) are the person named in this instrument;
 (b) have attained the age of majority in Manitoba; and
 (c) are authorized to execute this instrument.

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

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

7. FARM LANDS OWNERSHIP DECLARATION
 The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
 (strike out inappropriate statement(s) and sign below.)

1. The interest being assigned does not relate to a purchase, an option, a lease or a loan.
 2. None of the lands affected by the caveat being assigned are farm land as defined in *The Farm Lands Ownership Act*.
 3. The assignee is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government, district, qualified Canadian organization, family farm corporation or a qualified immigrant as defined in *The Farm Lands Ownership Act*.
 4. The interest in the farm land is being assigned pursuant to a bona fide debt obligation.
 5. Other (specify section of *The Farm Lands Ownership Act*):

Particulars:
2013/05/08.....
 name signature date (YYYY/MM/DD)
 Assignee, Assignor or Agent
 Don Ratcliff, Manager Surface Land

Form 18

AFFIDAVIT OF WITNESS

I, Koraley Whincup, of the City of Calgary in the Province of Alberta make oath and say/hereby affirm that:

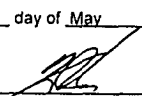
1. I was personally present and did see Don Ratcliff, the person named in the attached Assignment of Caveat (*insert instrument type*) sign that instrument at the City of Calgary in the Province of Alberta.
2. I personally know the person whose signature I witnessed.

OR

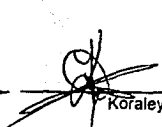
The identity of the person whose signature I witnessed has been proven to me to my satisfaction.

3. The person whose signature I witnessed acknowledged to me that they
 - (a) are the person named in the attached instrument;
 - (b) have attained the age of majority; and
 - (c) were authorized to execute the instrument.

SWORN/AFFIRMED before me at the City _____
of Calgary _____, in the Province of Alberta
this 8th day of May _____, 2013.



Kevin Roger Martin



Koraley Whincup

Name, address and telephone number (*required*):

Kevin Roger Martin
P.O. Box 22276
Calgary, AB
T2P 4J6
(403)298-2899

A Commissioner for Oaths in and for the Province of Manitoba
My commission expires: November 9, 2013



ASSIGNMENT OF CAVEAT Form 11.1

1. CAVEATOR(S)/ASSIGNOR(S)
TUNDRA OIL & GAS LIMITED
1700 ONE LOMBARD PLACE, WINNIPEG, MANITOBA R3B 0X3
see schedule []

2. CURRENT AFFECTED TITLE(S)
1876437/2, 2132111/2, 2321163/2, 2321164/2, 2456802/2, 2459322/2, 2459328/2
see schedule []

3. CAVEAT BEING ASSIGNED
Instrument No 74843/2

4. ASSIGNEE(S) (full legal name and address for service)
COREX RESOURCES LTD.
3100, 525 - 8TH AVE SW, CALGARY, ALBERTA T2P 1G1
see schedule []

5. SIGNATURE OF CAVEATOR(S)/ASSIGNOR(S)
1. I am (one of) the within (caveator(s)/assignor(s)) and I am of the age of majority.
2. I hereby assign the above Caveat, together with all interests, claims and rights that I have in the lands affected by it as caveator, to the assignee(s).
3. I am an employee of the Corporation and have the authority to bind same.

[Signature] Daigan Abstreiner, Manager Land Administration [Signature] 2017/11/02
witness signature name signature date (YYYY/MM/DD)

.....//.....
witness signature name signature date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 6.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of The Real Property Act.

6. IMPORTANT NOTICES
NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:
1. Is either personally known to you, or that their identity has been proven to you.
AND
2. That they have acknowledged to you that they:
(a) are the person named in this instrument;
(b) have attained the age of majority in Manitoba; and
(c) are authorized to execute this instrument.
By virtue of section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.
SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all assignors whether individual or corporate.

7. FARM LANDS OWNERSHIP DECLARATION
The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
(strike out inappropriate statement(s) and sign below:)
1. The interest being assigned does not relate to a purchase, an option, a lease or a loan.
2. None of the lands affected by the caveat being assigned are farm land as defined in The Farm Lands Ownership Act.
3. The assignee is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, qualified Canadian organization, family farm corporation or a qualified immigrant as defined in The Farm Lands Ownership Act.
4. The interest in the farm land is being assigned pursuant to a bona fide debt obligation.
5. Other (specify section of The Farm Lands Ownership Act):
Particulars:

Daigan Abstreiner, Manager Land Administration [Signature] 2017/11/02
name signature date (YYYY/MM/DD)

.....//.....
name signature date (YYYY/MM/DD)
Assignee, Assignor or Agent

8. **INSTRUMENT PRESENTED FOR REGISTRATION BY** (include address, postal code, contact person and phone number)
TUNDRA OIL & GAS LIMITED
1700 ONE LOMBARD PLACE WINNIPEG, MANITOBA R3B 0X3
ATTENTION: LAZARO GRAGASIN PHONE: 1-204-934-5866

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____

Set for acceptance

Fee

Fee adjustment

Extra Fee

Refund

Examined by:

Fees checked

Registration No.

/

Form 18

AFFIDAVIT OF WITNESS

I, Lazaro Gragasin of the City (city/town, etc.) of Winnipeg in the Province (province/state, etc.) of Manitoba make oath and say/heraby affirm that:

- 1. I was personally present and did see Daigan Abstreiter, the person named in the attached Assignment of Caveat (insert instrument type) sign that instrument at the City (city/town, etc.) of Winnipeg in the Province (province/state, etc.) of Manitoba.
2. I personally know the person whose signature I witnessed.

OR

The identity of the person whose signature I witnessed has been proven to me to my satisfaction.

- 3. The person whose signature I witnessed acknowledged to me that they (a) are the person named in the attached instrument; (b) have attained the age of majority; and (c) were authorized to execute the instrument.

SWORN/AFFIRMED before me at the City of Winnipeg, in Manitoba this 2 day of November, 2017.

Suzanne DeGagne-Mott signature

Daigan Abstreiter signature

Name, address and telephone number (required): Suzanne DeGagne-Mott 1700- One Lombard Place, Winnipeg, MB R3B 0X3 204-934-5861

A Notary Public in and for the Province of Manitoba or A Commissioner for Oaths in and for the Province of Manitoba My commission expires: January 16, 2019 or Other person authorized to take affidavits under The Manitoba Evidence Act (specify):

Document Review

The Property Registry
A Service Provider for the Province of Manitoba



Registration #	Type	New Titles
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1423669/2

Assignment of Caveat

Notes
