

STATUS OF TITLE

Title Number **2942078/2**
Title Status **Accepted**
Client File **MILNE**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

DIANNE LYNN ALEXANDER AND JO-ANNE CAROL MILNE

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

THE NW 1/4 OF SECTION 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE
GRANT FROM THE GRANT

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: **101604/2**
Instrument Status: **Accepted**

Registration Date: 1954-07-22
From/By: CAL STAND CO
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
83-11693/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **101666/2**
Instrument Status: **Accepted**

Registration Date: 1954-07-27
From/By: CAL STAND CO
To:

Amount:
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
83-11692/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **R1495/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **R53744/2**
Instrument Status: **Accepted**

Registration Date: 1966-08-23
From/By: CHEVRON STAND CO
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **R70152/2**
Instrument Status: **Accepted**

Registration Date: 1969-04-15
From/By: MAN TELEPHONE SYSTEM
To:

Amount:
Notes: WLY 16.5 FT
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **83-11692/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **83-11693/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **85-7324/2**
Instrument Status: **Accepted**

Registration Date: 1985-07-09
From/By: CHEVRON CANADA RESOURCES LTD
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Caveat**
Registration Number: **1129540/2**
Instrument Status: **Accepted**

Registration Date: 2003-05-12
From/By: MTS COMMUNICATIONS INC.
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:
Notes: NLY 12M
Description: RT OF WAYA GRT DATED 20 AUGUST 1988

Instrument Type: **Caveat**
Registration Number: **1303963/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-12
From/By: ENERPLUS CORPORATION
To: DON RATCLIFF, AGENT

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE 13 SEPT 2007; 21 YR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334707/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1303964/2**
Instrument Status: **Accepted**

Registration Date: 2012-01-12
From/By: ENERPLUS CORPORATION
To: DON RATCLIFF, AGENT

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE 5 JUL 2007; 21 YR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334705/2	Assignment Of Caveat	Accepted

Instrument Type: **Caveat**
Registration Number: **1306221/2**
Instrument Status: **Accepted**

Registration Date: 2012-02-08
From/By: ENERPLUS CORPORATION
To: CANDACE MOHR, AGENT

Amount:
Notes: No notes
Description: SURFACE LEASE EFFECTIVE JAN 10, 2008; 21 YEAR TERM

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1334706/2	Assignment Of Caveat	Accepted

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334705/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334706/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Assignment Of Caveat**
Registration Number: **1334707/2**
Instrument Status: **Accepted**

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

Amount:
Notes: No notes
Description: No description

Instrument Type: **Easement**
Registration Number: **1422203/2**
Instrument Status: **Accepted**

Registration Date: 2017-10-04
From/By: JOYCE BEATRICE GARDINER
To: COREX RESOURCES LTD.

Amount:
Notes: No notes
Description: STATUTORY EASEMENT

Instrument Type: **Caveat**
Registration Number: **1444062/2**
Instrument Status: **Accepted**

Registration Date: 2019-04-09
From/By: COREX RESOURCES LTD.
To: PRAIRIE LAND & INVESTMENT SERVICES LTD. as agent

Amount:
Notes: No notes
Description: Surface Lease (Expires 2061-03-13)

Instrument Type: **Easement**
Registration Number: **1454917/2**
Instrument Status: **Accepted**

Registration Date: 2020-01-10
From/By: Dianne Lynne Alexander & Jo-Anne Carol Milne
To: Corex Resources Ltd.

Amount:
Notes: No notes
Description: Statutory Easement

3. ADDRESSES FOR SERVICE

DIANNE LYNN ALEXANDER
BOX 843
LENORE MB
R0M 1E0

JO-ANNE CAROL MILNE BOX 867 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	2942072/2 All
8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS	No real property application or grant information
9. ORIGINATING INSTRUMENTS	Instrument Type: Transfer Of Land Registration Number: 1427124/2 Registration Date: 2018-02-01 From/By: DIANNE L. ALEXANDER & JO-ANNE C. MILNE, EXECUTRICES To: JO-ANNE CAROL MILNE AND DIANNE LYNN ALEXANDER Consideration: \$1.00
10. LAND INDEX	NW 11-11-26W EX ALL M&M

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2942078/2

The Real Property Act

SCHEDULE K

3. OSCAR SAMUEL ALSAKER

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

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

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

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

Sworn before me at the City of Winnipeg, in

the Province of Manitoba, this 20th

day of July

A.D. 1954

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

Dated July 20th, 1954

THE CALIFORNIA STANDARD
COMPANY

LAND TITLES OFFICE
JUL 22 1954
BRANDON, MAN.

REGINALD BRAYBROOK

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

C of T. No. 60085

MICRO-FILMED

Lease No. 10,441

PITBLADO, HOSKIN & CO.

BARRISTERS, ETC.

WINNIPEG - MANITOBA

No. 83-11693
ASSIGNMENT OF CAVEAT NO. 101604
FILED 29 Dec. 1953
TO: CHEVRON CANADA RESOURCES LIMITED

No. 101604
Barrister
The California
Standard Company
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 22 July 1954
at 10:22 AM and a memorial
thereof endorsed on Cert. of Title
No. 60085
C. W. D. [Signature]
District Registrar
all [Signature] men.

The Real Property Act

To the District Registrar of the Land Titles District of BRANDON

Take Notice that we, THE CALIFORNIA STANDARD COMPANY,

claim an estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of an agreement in writing dated the 2nd day of July, 1954, made by Reginald Braybrook, of the Town of Virden, in the Province of Manitoba, Farmer, as lessor, to us, as lessee, said estate or interest being particularly described and set forth in the said agreement; a duplicate original of which is hereunto annexed;

The lands covered by the said agreement being described as follows:

The North West Quarter of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian in the Province of Manitoba, EXCEPTING THEREOUT AND THEREFROM all mines and minerals as reserved in the grant thereof from the Crown.

standing in the Register in the name of REGINALD BRAYBROOK

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

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

Dated this 20th day of July A.D. 1954

Signed in the presence of

THE CALIFORNIA STANDARD COMPANY

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

Its Duly Authorized Attorney.

E. O. Bennett

PRELIMINARY AGREEMENT (SURFACE LEASE)

IN CONSIDERATION OF the sum of ONE HUNDRED

DOLLARS (\$ 100.00) paid to me by The California Standard Company, receipt whereof is hereby acknowledged, I DO HEREBY COVENANT AND AGREE with The California Standard Company as follows:-

1. THAT I will allow The California Standard Company and its servants agents or contractors to forthwith enter upon,

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

for the following purposes:-

- (a) To survey not more than five (5) acres thereof for a well-site on Legal Subdivision Twelve (12) together with a road of entry thereto, and
- (b) To use and occupy the said wellsite area for any and all purposes connected in any way with the drilling and producing of an oil well thereon.
2. THAT forthwith upon its presentation to me, I will execute and deliver to The California Standard Company an agreement in the form set forth as Schedule "A" hereto with a plan of survey attached, thereby leasing and granting unto The California Standard Company the aforesaid land surveyed and taken for the wellsite and road of entry thereto, for the purposes and upon the terms and conditions set forth in the said Agreement. The ONE HUNDRED DOLLARS consideration hereinabove referred to shall be credited as part of the first year's rental payable under such agreement.

DATED at the town of Windsor in the Province of Manitoba, this 2nd day of July, A.D. 1954.

Elmer H. Shumard
.....
Witness

Frederick B. Blythe
.....

CONSENT BY WIFE OR HUSBAND

I, Grace Beatrice Braybrook (husband) (wife) of Reginald Braybrook the Lessor named in the Instrument above or within written, hereby consent to the making of same by (him) (her).

Dated this 2nd day of July A.D. 1954.

Witness: _____ Signature: G. B. Braybrook

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by Grace Beatrice Braybrook wife of Reginald Braybrook 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 Vincent in the Province of Manitoba, this 2nd day of July A.D. 1954.

Edwin A. Trewhinnard
A Commissioner for Oaths

My Commission expires November 30/1955

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA)
PROVINCE OF MANITOBA) I, Reginald Braybrook of the
TO WIT:) Town of Vincent in the Province of
Manitoba, farmer, make oath and say:

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

2. (x) That I have no (husband) (wife) is

OR

(b) That the woman who consents as wife, to the instrument above or within written, is the wife of me Reginald Braybrook the lessor.
That the man who consents as husband, to the instrument above or within written, is the husband of me _____ the lessor.

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

3. That I am the registered owner of the lands described in the within lease.

SWORN before me at Town
of Vincent in the
Province of Manitoba, this
2nd day of July
A.D. 1954.

Edwin A. Trewhinnard
A Commissioner for Oaths
My Commission expires

November 30/1955

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF MANITOBA) I, EDWIN ANTHONY FRANK TREWHINNARD of the Province
TO WIT:) of Brandon in the Province of Manitoba,
landman, make oath and say:

1. That I was personally present and did see the within Instrument and Duplicates thereof duly signed, sealed and executed by Reginald Braybrook of the parties thereto and the within Consent duly signed and executed by _____

2. That the said Instrument and Duplicates thereof and Consent were executed at Vincent in Manitoba.

3. That I know the said party X and am satisfied that he is of the full age of twenty-one years.

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

SWORN before me at the City
of Brandon in the
Province of Manitoba, this
2nd day of July
A.D. 1954.

Edwin A. Trewhinnard
A Commissioner for Oaths
My Commission expires

LL 104 C.S.

This is the Agreement referred to as Exhibit "A" in the attached Preliminary Agreement (Surface Lease) signed by me this 1st day of July, A.D. 1934.

.....
Witness THIS INDENTURE MADE this

day of

A.D. 19

BETWEEN:

Edw. B. Braybrook
REGINALD BRAYBROOK

of the Post Office of Virton
in the Province of Manitoba
(hereinafter called "the Lessor"),

OF THE FIRST PART

- and -

THE CALIFORNIA STANDARD COMPANY

a body corporate carrying on business in
the Province of Manitoba
(hereinafter called "the Lessee"),

OF THE SECOND PART

WHEREAS the Lessor is the owner of the surface rights with respect to the following parcel of land situate in the Province of Manitoba and described as follows:

The North West (NW) Quarter of Section Eleven (11), Township Eleven (11), Range Twenty-six (26), West of the Principal Meridian, in the Province of Manitoba.

(hereinafter called "the said lands");

AND WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee, together with an option under which the Lessee may take and use additional parts of the said lands, upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. The Lessor, at the rental and for any or all of the purposes hereinafter set forth, doth hereby lease and grant unto the Lessee all that portion of the said lands shown outlined in red upon the sketch or plan attached hereto and marked Exhibit "A" (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the space of thirty (30) years from the day of A.D. 1934, (together with the right of renewal or extension of the within lease as hereinafter set forth) for the purposes of exploring, making geophysical surveys, drilling and producing petroleum, natural gas and other wells thereon, storing, treating, processing, removing and transporting petroleum, natural gas and related hydrocarbons wherever produced, and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with its drilling, producing, treating and storing operations; and further, and without derogating from the generality of the foregoing, for the purposes of drilling and producing water wells, building roads, constructing and/or using storage tanks, pipelines, treating and processing units, buildings, plant and equipment, machinery, appliances and such other things as the Lessee may deem necessary for any of its operations aforesaid, at and for the sum of One Hundred and Seventy-Five Dollars (\$125.00) per acre for the first year of the said term (receipt whereof the Lessor doth hereby acknowledge), which sum includes full and complete compensation for any and all damage that may be occasioned to the demised premises, including crops, by reason of the Lessee's occupation and use, and the further sum of One Hundred Dollars (\$100.00) per acre for each and every year thereafter payable annually in advance on or before the day of during the currency hereof, the first of such payments to be made on or before the day of A.D. 1935.

2. In consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, and without any additional consideration therefore, the Lessor doth hereby give, grant and transfer unto and to the Lessee

for so long as the within lease or any renewal or extension thereof remains in force as to any part of the demised premises, the exclusive right, license, liberty, privilege and easement to construct, maintain, operate and lay down, oil, gas and water pipelines or flowlines, telegraph lines, telephone lines, electric power lines and all necessary structures and equipment necessary or incidental thereto, in, upon, under or across any part or parts of the said lands, together with the right of ingress and egress for all purposes incidental to this grant, and the Lessee shall have the right, from time to time, and at any time, to change the position of, remove, reconstruct, inspect and repair any of the above.

3. THE LESSOR HEREBY COVENANTS AND AGREES with the Lessee as follows:

(a) That he is now the absolute owner in his own right of the said lands with a good and marketable title thereto free and clear of all claims, liens, mortgages or encumbrances of any kind whatsoever, except however those encumbrances if any, presently endorsed on the existing Certificate of Title or the Register; and that he has full power and absolute authority to make this lease and grant, and that upon the Lessee performing and observing the covenants herein contained it shall and may peaceably possess and enjoy the said lands and the rights and privileges hereby granted for the term hereby created, including any extension or renewal thereof, without any interruption or disturbance from the Lessor whatsoever or from any other person or persons claiming by, through or under him, and that the Lessor will at all times and at his own expense defend his title thereto.

(b) That he will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the existence of this lease or any extension or renewal thereof.

4. THE LESSEE HEREBY COVENANTS AND AGREES with the Lessor as follows:

(a) To pay rental for the demised premises as herein provided in each and every year during the existence of this lease or any extension or renewal thereof.

(b) To dig a pit or pits and deposit therein mud and sludge resulting from any of its drilling operations and will not permit the same to escape onto the Lessor's adjoining land.

(c) To keep down all noxious weeds on the demised premises.

(d) That upon the termination or surrender of the within lease as to all or any part of the demised premises, as hereinafter provided, it will insofar as is reasonably practicable deliver up the said demised premises or the part thereof so terminated or surrendered, in good plight and condition, and will remove any rubbish therefrom, plug any holes thereon, and in all respects comply with the rules, regulations and provisions of any competent authority in that behalf.

(e) To (at its own expense) at all times enclose and keep enclosed all permanent openings or excavations made in connection with any of its drilling, producing, treating or storing operations aforesaid, with fences sufficient to prevent cattle from falling therein, and will, if requested by the Lessor, and at its own expense fence any wellsites with fences sufficient to prevent cattle from going thereon.

(f) That it will not cause or suffer any damage to be done to the land owned by the Lessor adjoining the demised premises, or to any crops, farm buildings, or fencing situate thereon, except insofar as such damage may be unavoidably occasioned by its drilling, producing, storing or treating operations, in which event it shall pay to the Lessor full compensation for all damage so occasioned.

(g) To pay all taxes, rates or assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by it upon or under the demised premises.

(h) To bury all pipelines laid by it crossing any cultivated area of the said lands to a depth of not less than eighteen (18) inches from the surface of the ground, backfill any excavations made and level the same.

(i) To indemnify and keep indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury or damage arising out of or connected with the operations carried on by it, its servants or agents,

upon the said lands, where such loss, injury or damage is caused by the gross negligence of the Lessee, its servants or agents.

5. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE with each other as follows:

(a) That the Lessee shall have the right to terminate and surrender this lease as to any portion of the demised premises in whole or in part at any time upon thirty (30) days' notice in writing to be given as hereinafter provided, and in the event of its so doing this lease shall be terminated as specified in the said notice but there shall be no refund to the Lessee of any rental which may have been paid in advance; and upon such termination, and to the extent thereof, all obligations of the Lessee except such as have been incurred to the date thereof shall cease and determine in the same manner as though they had been determined by the effluxion of time, and further provided that in the event of the termination or surrender of the within lease as to any portion or all of the demised premises the Lessee shall have the right to remove or cause to be removed from the said lands all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it or its servants or agents may have placed upon or under the said lands. Notwithstanding the surrender of any part or parts of the demised premises covered by the within lease, it is agreed that the within lease shall remain in full force and effect as to any part or parts of the demised premises covered hereby and not specifically surrendered as herein provided.

(b) Unless terminated or surrendered by the Lessee as herein provided, this lease and grant shall not be subject to cancellation or termination by the Lessor, and the Lessor's remedy for any default hereunder shall be for damages only, and no action for damages or for the recovery of any moneys payable hereunder shall be brought by the Lessor until the Lessor has first given notice in writing to the Lessee setting forth the particulars of the default claimed, and such action shall then lie only if the Lessee has failed to commence the remedying of such default within a period of sixty (60) days from the giving of such notice.

(c) That the Lessee may at its option pay or discharge any amount owing under any agreement for sale, any tax, charge, lien, mortgage or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands or any part thereof, in which event the Lessee shall be subrogated to the position and rights of the holder or holders thereof; and it is agreed that any amounts paid by the Lessee for any of the above purposes shall be and become a debt owing by the Lessor to the Lessee, and shall be and become a charge on the said lands in favour of the Lessee, and the Lessor hereby agrees with the Lessee to pay the same to the Lessee on demand, and the Lessee may in addition thereto, at its option, reimburse itself by applying against the amount so paid by it, the rentals or other sums accruing to the Lessor under the terms of the within lease.

(d) Any notice permitted or required hereunder shall be sufficiently given by either party to the other by depositing the same in the Post Office, registered mail, postage prepaid, addressed to the other party as hereinafter provided, and any such notice shall be deemed to have been received by the other party forty-eight (48) hours after the date on which the same was mailed. The proper address of the respective parties until changed by notice shall be:

The Lessor: *Reginald Braybrook*
Box 22, Unity, Manitoba

The Lessee: *The Calhoun-Stanton Company*
600 Medical Arts Building,
Calgary, Alberta.

(e) Any and all payments payable by the Lessee to the Lessor hereunder may at the option of the Lessee be made either personally or by registered mail, and in the event that any such payment is made by mail it shall be sufficiently made when it is deposited in the Post Office addressed to the Lessor in the same manner as in the next preceding paragraph provided.

(f) Subject always to clause numbered 5 (a) hereof, it is agreed that in the event that the Lessee is still in possession of the demised premises or any part thereof at the date of

the expiration of the term hereinbefore mentioned, then the within lease shall be renewed and the term thereof extended for a further period of thirty (30) years from the said date, and all of the terms and conditions of the within lease, including the provisions of this paragraph, shall apply mutatis mutandis to such extended term, except that the annual rental payable during such extended term shall be calculated as hereinbefore provided for that portion of the within term subsequent to the first year thereof. For the purposes of this paragraph the Lessee shall be deemed to be in possession of the demised premises if it or its employees, agents, contractors, successors or assigns has or have any equipment or property situate within, upon or under the demised premises or any part thereof.

6. AND IN CONSIDERATION of the sum of Five (\$5.00) Dollars now paid by the Lessee to the Lessor (receipt whereof the Lessor doth hereby acknowledge) the Lessor doth hereby give and grant to the Lessee the sole, exclusive and irrevocable option, exercisable from time to time within ten (10) years from the date hereof, to lease any further part or parts of the said lands for the purposes of further wellsites, battery sites, roadways and/or for any of the other purposes referred to in clause numbered 1 hereof, upon the following terms and conditions:

(a) Whenever the Lessee desires to exercise the within option with respect to a part or portion of the said lands (hereinafter called an "additional area") it may do so by giving notice in writing to that effect, delivered to the Lessor either personally or by registered mail, and such notice shall generally specify the location and extent of such additional area. In the event that such notice is sent by registered mail it shall be addressed in the same manner as in the within lease provided, and shall be deemed to have been received by the Lessor forty-eight (48) hours after the time of the posting thereof.

(b) The Lessee shall have the right to use and occupy such additional area for any of the purposes hereinbefore set forth, forthwith upon the said notice being delivered personally to the Lessor, and in the event that such notice is sent by mail, at the expiration of forty-eight (48) hours after the time of the posting thereof.

(c) An additional area shall be deemed to be included in, and to become part of the demised premises referred to in the within lease, immediately upon and concurrently with the exercising of the within option as to such additional area, and shall at that time become a part of the demised premises covered by the within lease, and subject to all the terms, conditions and covenants in the said lease contained.

(d) Notwithstanding anything in the within lease otherwise contained, when an additional area becomes subject thereto and included therein as in the next preceding paragraph provided, then as respects such additional area only, the term of the said lease shall be deemed to commence on the date when such additional area becomes subject to and included in the within lease as hereinabove provided, and the annual payment date of the rental payments for such said additional area shall be calculated with reference to the commencement date of the term as in this sub-paragraph provided.

(e) Within a reasonable time after the exercising of the within option as to an additional area, the Lessee shall deliver or mail to the Lessor a plan of the said additional area, showing the total acreage covered thereby, together with the first year's rental for such additional area.

(f) When an additional area is added to and becomes part of the within lease as hereinabove provided, the within lease shall be deemed to be amended so as to carry into effect the intent of these presents.

7. This lease and option and everything herein contained shall enure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto as the case may be.

IN WITNESS WHEREOF the Lessor has hereunto affixed his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed, attested by the signatures of its officers authorized in that behalf, as of the day and year first above written.

SIGNED, SEALED and DELIVERED by)

in the presence of:

Per: _____

Per: _____ LL 104 C.S.

The Real Property Act

SCHEDULE K

3. OSCAR SAMUEL ALSAKER

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

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

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

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

Sworn before me at the City of Winnipeg, in

the Province of Manitoba, this 24th

day of July

A.D. 1954

Oscar Samuel Alsaker

[Signature]

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

1954

July 24th

Dated

THE CALIFORNIA STANDARD
COMPANY
LAND TITLES OFFICE
JUL 27 1954
BRANDON, MANITOBA
and
REGINALD BRAYBROOK

Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

C of T. No. 60085

MICRO-FILMED

Lease No. 10,441

PITBLADO, HOSKIN & CO.

BARRISTERS, ETC.

WINNIPEG - MANITOBA

NO. 53-11692
ASSIGNMENT OF CAVEAT NO. 101666
FILED 29 Dec. 1953
TO: CHEVRON CANADA RESOURCES LIMITED

No. 101666
Caveat
By The California Standard Company
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 27 July 1954
at 10:18 AM and a memorial
thereof endorsed on Cert. of Title
No. 60085
C. S. Pitblado
District Registrar
Winnipeg, Man.

101666

20

The Real Property Act

To the District Registrar of the Land Titles District of BRANDON

Take Notice that we, THE CALIFORNIA STANDARD COMPANY,

claim an estate or interest in an estate in fee simple in possession in the undermentioned land by virtue of a written petroleum and natural gas lease and agreement dated the 9th day of July, 1954, made by Reginald Braybrook, of the Post Office of Virden, in the Province of Manitoba, Farmer, as lessor, to us, as lessee, said estate or interest being particularly described and set forth in the said petroleum and natural gas lease and agreement; a duplicate original of which is hereunto annexed;

The lands covered by the said petroleum and natural gas lease and agreement being described as follows:

The North West Quarter of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian in the Province of Manitoba, EXCEPTING THEREOUT AND THEREFROM all mines and minerals as reserved in the grant thereof from the Crown.

standing in the Register in the name of REGINALD BRAYBROOK

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

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

Dated this 24th day of July A.D. 1954

Signed in the presence of



THE CALIFORNIA STANDARD COMPANY

Per: 

Its Duly Authorized Attorney.

This is Exhibit "A" referred to in the attached Surface Lease dated the 9th day of July A.D. 1954, and made between the undersigned, Reginald Braybrook, as Lessor, and The California Standard Company, as Lessee.

Edmund J. Braybrook

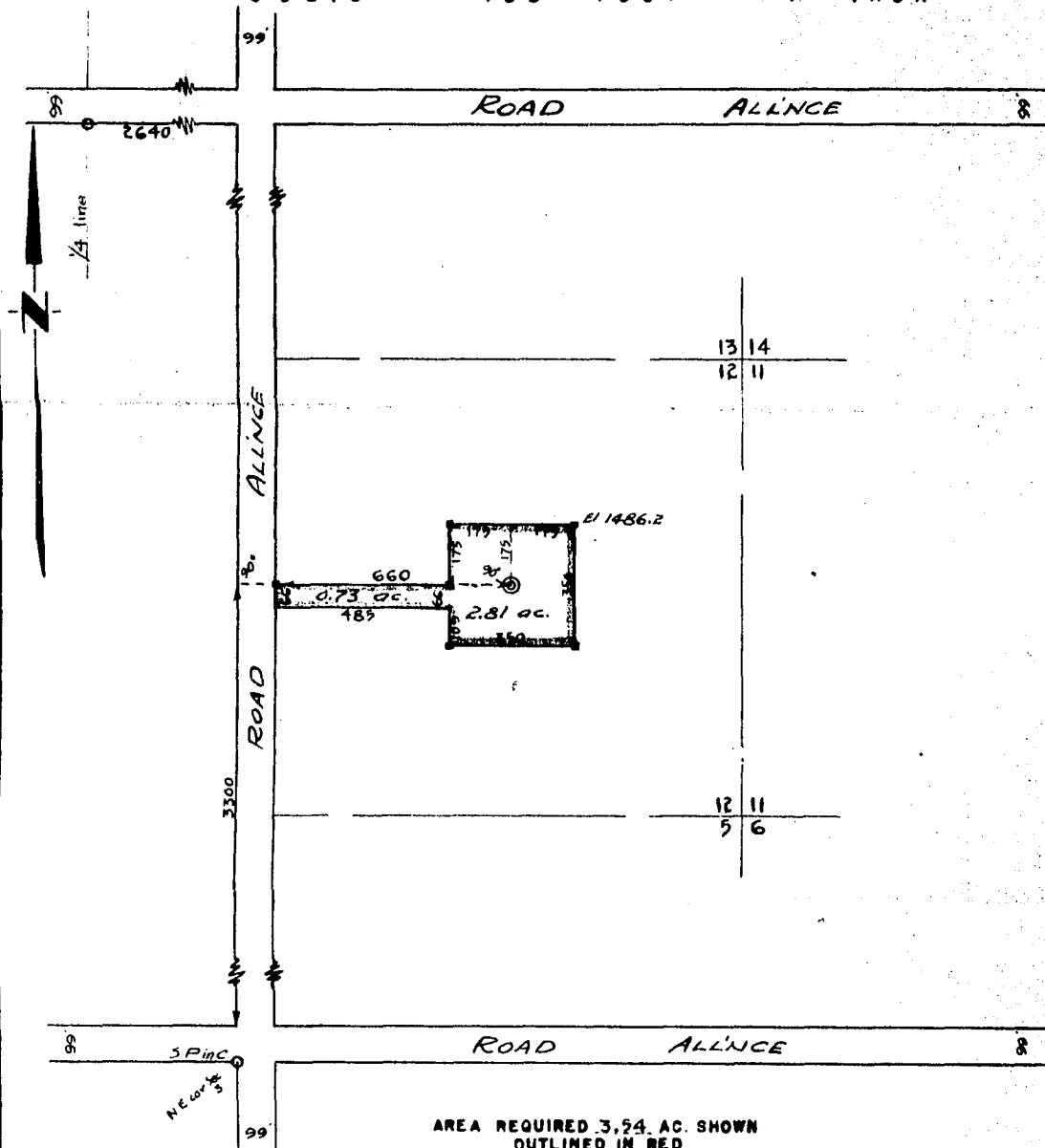
Reginald Braybrook

THE CALIFORNIA STANDARD COMPANY
Plan of
CALSTAN SCALLION PROV. 12-11

Ls. 12, Sec. 11, Tp. 11, Rg. 26, w.1 m.

MANITOBA

Scale .. 400 feet = 1 inch



SURVEY & PLAN CERTIFIED CORRECT.
DATE OF SURVEY July 2nd 1954

A. L. Trindley
MANITOBA LAND SURVEYOR
WINNIPEG

AREA REQUIRED 3.54 AC. SHOWN
OUTLINED IN RED
GRD. ELEV. AT WELL 1485
MONUMENTS FOUND AT --- O
IRON BARS "DIA. X" "AT" --- O
WELL LOCATION SHOWN THUS --- O
WELL COORDS—
...3300 North of South bdy. Sec. 11
...660 East of West bdy. Sec. 11

FILE NO 5

THIS INDENTURE MADE this 9th day of July

A.D. 1954.

BETWEEN:

DOC. NO. 16441

REGINALD BRAYBROOK
of the Post Office of Virden
in the Province of Manitoba
(hereinafter called "the Lessor"),

OF THE FIRST PART

- and -

THE CALIFORNIA STANDARD COMPANY
a body corporate carrying on business in
the Province of Manitoba
(hereinafter called "the Lessee"),

OF THE SECOND PART

WHEREAS the Lessor is the owner of the surface rights with respect to the following parcel of land situate in the Province of Manitoba and described as follows:

The North West (NW) Quarter of Section Eleven (11), Township Eleven (11), Range Twenty-six (26), West of the Principal Meridian, in the Province of Manitoba.

(hereinafter called "the said lands");

AND WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee, together with an option under which the Lessee may take and use additional parts of the said lands, upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. The Lessor, at the rental and for any or all of the purposes hereinafter set forth, doth hereby lease and grant unto the Lessee all that portion of the said lands shown outlined in red upon the sketch or plan attached hereto and marked Exhibit "A" (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the space of thirty (30) years from the 5th day of July A.D. 1954, (together with the right of renewal or extension of the within lease as hereinafter set forth) for the purposes of exploring, making geophysical surveys, drilling and producing petroleum, natural gas and other wells thereon, storing, treating, processing, removing and transporting petroleum, natural gas and related hydrocarbons wherever produced, and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with its drilling, producing, treating and storing operations; and further, and without derogating from the generality of the foregoing, for the purposes of drilling and producing water wells, building roads, constructing and/or using storage tanks, pipelines, treating and processing units, buildings, plant and equipment, machinery, appliances and such other things as the Lessee may deem necessary for any of its operations aforesaid, at and for the sum of One Hundred Twenty-five - - - - - Dollars (\$125.00) per acre for the first year of the said term (receipt whereof the Lessor doth hereby acknowledge), which sum includes full and complete compensation for any and all damage that may be occasioned to the demised premises, including crops, by reason of the Lessee's occupation and use, and the further sum of One Hundred - - - - - Dollars (\$100.00) per acre for each and every year thereafter payable annually in advance on or before the 5th day of July during the currency hereof, the first of such payments to be made on or before the 5th day of July A.D. 1954.

2. In consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, and without any additional consideration therefore, the Lessor doth hereby give, grant and transfer unto and to the Lessee

LL 104 C.S.

for so long as the within lease or any renewal or extension thereof remains in force as to any part of the demised premises, the exclusive right, license, liberty, privilege and easement to construct, maintain, operate and lay down, oil, gas and water pipelines or flowlines, telegraph lines, telephone lines, electric power lines and all necessary structures and equipment necessary or incidental thereto, in, upon, under or across any part or parts of the said lands, together with the right of ingress and egress for all purposes incidental to this grant, and the Lessee shall have the right, from time to time, and at any time, to change the position of, remove, reconstruct, inspect and repair any of the above.

3. THE LESSOR HEREBY COVENANTS AND AGREES with the Lessee as follows:

(a) That he is now the absolute owner in his own right of the said lands with a good and marketable title thereto free and clear of all claims, liens, mortgages or encumbrances of any kind whatsoever, except however those encumbrances if any, presently endorsed on the existing Certificate of Title or the Register; and that he has full power and absolute authority to make this lease and grant, and that upon the Lessee performing and observing the covenants herein contained it shall and may peaceably possess and enjoy the said lands and the rights and privileges hereby granted for the term hereby created, including any extension or renewal thereof, without any interruption or disturbance from the Lessor whatsoever or from any other person or persons claiming by, through or under him, and that the Lessor will at all times and at his own expense defend his title thereto.

(b) That he will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the existence of this lease or any extension or renewal thereof.

4. THE LESSEE HEREBY COVENANTS AND AGREES with the Lessor as follows:

(a) To pay rental for the demised premises as herein provided in each and every year during the existence of this lease or any extension or renewal thereof.

(b) To dig a pit or pits and deposit therein mud and sludge resulting from any of its drilling operations and will not permit the same to escape onto the Lessor's adjoining land.

(c) To keep down all noxious weeds on the demised premises.

(d) That upon the termination or surrender of the within lease as to all or any part of the demised premises, as hereinafter provided, it will insofar as is reasonably practicable deliver up the said demised premises or the part thereof so terminated or surrendered, in good plight and condition, and will remove any rubbish therefrom, plug any holes thereon, and in all respects comply with the rules, regulations and provisions of any competent authority in that behalf.

(e) To (at its own expense) at all times enclose and keep enclosed all permanent openings or excavations made in connection with any of its drilling, producing, treating or storing operations aforesaid, with fences sufficient to prevent cattle from falling therein, and will, if requested by the Lessor, and at its own expense fence any wellsites with fences sufficient to prevent cattle from going thereon.

(f) That it will not cause or suffer any damage to be done to the land owned by the Lessor adjoining the demised premises, or to any crops, farm buildings, or fencing situate thereon, except insofar as such damage may be unavoidably occasioned by its drilling, producing, storing or treating operations, in which event it shall pay to the Lessor full compensation for all damage so occasioned.

(g) To pay all taxes, rates or assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by it upon or under the demised premises.

(h) To bury all pipelines laid by it crossing any cultivated area of the said lands to a depth of not less than eighteen (18) inches from the surface of the ground, backfill any excavations made and level the same.

(i) To indemnify and keep indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury or damage arising out of or connected with the operations carried on by it, its servants or agents,

upon the said lands, where such loss, injury or damage is caused by the gross negligence of the Lessee, its servants or agents.

5. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE with each other as follows:

(a) That the Lessee shall have the right to terminate and surrender this lease as to any portion of the demised premises in whole or in part at any time upon thirty (30) days' notice in writing to be given as hereinafter provided, and in the event of its so doing this lease shall be terminated as specified in the said notice but there shall be no refund to the Lessee of any rental which may have been paid in advance; and upon such termination, and to the extent thereof, all obligations of the Lessee except such as have been incurred to the date thereof shall cease and determine in the same manner as though they had been determined by the effluxion of time, and further provided that in the event of the termination or surrender of the within lease as to any portion or all of the demised premises the Lessee shall have the right to remove or cause to be removed from the said lands all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it or its servants or agents may have placed upon or under the said lands. Notwithstanding the surrender of any part or parts of the demised premises covered by the within lease, it is agreed that the within lease shall remain in full force and effect as to any part or parts of the demised premises covered hereby and not specifically surrendered as herein provided.

(b) Unless terminated or surrendered by the Lessee as herein provided, this lease and grant shall not be subject to cancellation or termination by the Lessor, and the Lessor's remedy for any default hereunder shall be for damages only, and no action for damages or for the recovery of any moneys payable hereunder shall be brought by the Lessor until the Lessor has first given notice in writing to the Lessee setting forth the particulars of the default claimed, and such action shall then lie only if the Lessee has failed to commence the remedying of such default within a period of sixty (60) days from the giving of such notice.

(c) That the Lessee may at its option pay or discharge any amount owing under any agreement for sale, any tax, charge, lien, mortgage or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands or any part thereof, in which event the Lessee shall be subrogated to the position and rights of the holder or holders thereof; and it is agreed that any amounts paid by the Lessee for any of the above purposes shall be and become a debt owing by the Lessor to the Lessee, and shall be and become a charge on the said lands in favour of the Lessee, and the Lessor hereby agrees with the Lessee to pay the same to the Lessee on demand, and the Lessee may in addition thereto, at its option, reimburse itself by applying against the amount so paid by it, the rentals or other sums accruing to the Lessor under the terms of the within lease.

(d) Any notice permitted or required hereunder shall be sufficiently given by either party to the other by depositing the same in the Post Office, registered mail, postage prepaid, addressed to the other party as hereinafter provided, and any such notice shall be deemed to have been received by the other party forty-eight (48) hours after the date on which the same was mailed. The proper address of the respective parties until changed by notice shall be:

The Lessor: Reginald Braybrook,
Box 22, Virden, Manitoba.

The Lessee: The California Standard Company
600 Medical Arts Building,
Calgary, Alberta.

(e) Any and all payments payable by the Lessee to the Lessor hereunder may at the option of the Lessee be made either personally or by registered mail, and in the event that any such payment is made by mail it shall be sufficiently made when it is deposited in the Post Office addressed to the Lessor in the same manner as in the next preceding paragraph provided.

(f) Subject always to clause numbered 5 (a) hereof, it is agreed that in the event that the Lessee is still in possession of the demised premises or any part thereof at the date of

the expiration of the term hereinbefore mentioned, then the within lease shall be renewed and the term thereof extended for a further period of thirty (30) years from the said date, and all of the terms and conditions of the within lease, including the provisions of this paragraph, shall apply mutatis mutandis to such extended term, except that the annual rental payable during such extended term shall be calculated as hereinbefore provided for that portion of the within term subsequent to the first year thereof. For the purposes of this paragraph the Lessee shall be deemed to be in possession of the demised premises if it or its employees, agents, contractors, successors or assigns has or have any equipment or property situate within, upon or under the demised premises or any part thereof.

6. AND IN CONSIDERATION of the sum of Five (\$5.00) Dollars now paid by the Lessee to the Lessor (receipt whereof the Lessor doth hereby acknowledge) the Lessor doth hereby give and grant to the Lessee the sole, exclusive and irrevocable option, exercisable from time to time within ten (10) years from the date hereof, to lease any further part or parts of the said lands for the purposes of further wellsites, battery sites, roadways and/or for any of the other purposes referred to in clause numbered 1 hereof, upon the following terms and conditions:

(a) Whenever the Lessee desires to exercise the within option with respect to a part or portion of the said lands (hereinafter called an "additional area") it may do so by giving notice in writing to that effect, delivered to the Lessor either personally or by registered mail, and such notice shall generally specify the location and extent of such additional area. In the event that such notice is sent by registered mail it shall be addressed in the same manner as in the within lease provided, and shall be deemed to have been received by the Lessor forty-eight (48) hours after the time of the posting thereof.

(b) The Lessee shall have the right to use and occupy such additional area for any of the purposes hereinbefore set forth, forthwith upon the said notice being delivered personally to the Lessor, and in the event that such notice is sent by mail, at the expiration of forty-eight (48) hours after the time of the posting thereof.

(c) An additional area shall be deemed to be included in, and to become part of the demised premises referred to in the within lease, immediately upon and concurrently with the exercising of the within option as to such additional area, and shall at that time become a part of the demised premises covered by the within lease, and subject to all the terms, conditions and covenants in the said lease contained.

(d) Notwithstanding anything in the within lease otherwise contained, when an additional area becomes subject thereto and included therein as in the next preceding paragraph provided, then as respects such additional area only, the term of the said lease shall be deemed to commence on the date when such additional area becomes subject to and included in the within lease as hereinabove provided, and the annual payment date of the rental payments for such said additional area shall be calculated with reference to the commencement date of the term as in this sub-paragraph provided.

(e) Within a reasonable time after the exercising of the within option as to an additional area, the Lessee shall deliver or mail to the Lessor a plan of the said additional area, showing the total acreage covered thereby, together with the first year's rental for such additional area.

(f) When an additional area is added to and becomes part of the within lease as hereinabove provided, the within lease shall be deemed to be amended so as to carry into effect the intent of these presents.

7. This lease and option and everything herein contained shall enure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto as the case may be.

IN WITNESS WHEREOF the Lessor has hereunto affixed his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed, attested by the signatures of its officers authorized in that behalf, as of the day and year first above written.

SIGNED, SEALED and DELIVERED by

in the presence of

THE CALIFORNIA STANDARD COMPANY

Per: William S. [Signature]
Vice-President.

Per: [Signature]
Vice-President

LL 104 C.S.

CONSENT BY WIFE OR HUSBAND

I, Grace Beatrice Braybrook (husband) (wife) of Reginald Braybrook the Lessor named in the Instrument above or within written, hereby consent to the making of same by (him) (her).
 Dated this 9th day of July A.D. 1954.
 Witness: _____ Signature: Grace B. Braybrook

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

Dated at Virden in the Province of Manitoba, this 9th day of July A.D. 1954.

Edwin A. Trawinnard
 A Commissioner for Oaths

My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, Reginald Braybrook of the
 PROVINCE OF MANITOBA) Town of Virden in the Province of
 TO WIT:) Manitoba, Farmer, make oath and say:

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

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

OR

(b) That the woman who consents as wife, to the instrument above or within written, is the wife of me Reginald Braybrook the lessor.

~~That I have no husband, wife, or~~
~~that no part of the land referred to in the instrument above or within written~~
~~is the subject of any mortgage, lien, or other charge in favor of any person~~
~~other than myself, and that I am the registered owner of the land referred to in the instrument above or within written~~

3. That I am the registered owner of the lands described in the within lease.

SWORN before me at Town)
 of Virden in the)
 Province of Manitoba this)
9th day of July)
 A.D. 1954.

Reginald Braybrook

Edwin A. Trawinnard
 A Commissioner for Oaths in and for Province of Manitoba
 My Commission expires November 30, 1955

AFFIDAVIT OF EXECUTION

CANADA) I, Edwin Anthony Frank Trawinnard of the City
 PROVINCE OF MANITOBA) of Brandon in the Province of Manitoba,
 TO WIT:) Landman, make oath and say:

1. That I was personally present and did see the within Instrument and Duplicates thereof duly signed, sealed and executed by Reginald Braybrook of the parties thereto and the within Consent duly signed and executed by Grace Beatrice Braybrook.

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

3. That I know the said party 40 and am satisfied that they are of the full age of twenty-one years.

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

SWORN before me at the City)
 of Brandon in the)
 Province of Manitoba, this)
12th day of July)
 A.D. 1954.

Edwin A. Trawinnard

Edwin A. Trawinnard
 A Commissioner for Oaths in and for Province of Manitoba
 My Commission expires Dec 20th, 1954

The Real Property Act

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

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

for mortgage
or encumbrance

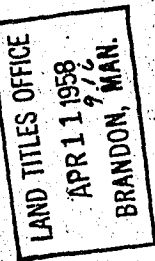
*and if the de-
ponent has not
personal know-
ledge of the
facts and "as I
verily believe."

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

Stewart M. Elder
 Post Master, Virden, Manitoba.

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

R-1495
 The Real Property Act



Caveat Forbidding
 Registration

CERT. OF TITLE No. *60085*

No. *R-1495 Caveat*
 By *Registered at Brandon*
Ordinary Practice of the Office
 I certify that this instrument was
 FILED in the Brandon Land
 Titles Office on *11 April 1958*
 at *9.16 AM* and a memorial
 thereof endorsed on Cert. of Title
 No. *60085*
Stewart M. Elder
Post Master, Virden

all. mem. ok
Virden

The Real Property Act

To the District Registrar for the Land Titles District of Brandon

Take Notice that Trans-Prairie Pipelines, Ltd.

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

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

The North-West Quarter (NW₁) of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in the Province of Manitoba, Excepting thereout the Mining and Mineral Rights as reserved in the Grant thereof from the Crown,

standing in the Register in the

name of the said Reginald Braybrook

and it forbids the

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

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

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

Signed in the presence of

TRANS-PAIRIE PIPELINES, LTD.

Per:

S. M. ELDER.

The Address of the Registered Owner is:

POST OFFICE OF VIRDEN

**PROVINCE OF MANITOBA
GRANT OF RIGHT OF USER
[THE PIPE LINE ACT - 1954]**

I (~~0820~~) REGINALD BRAYBROOK
of the ..Post..Office.....of.....Virden.....in the Province of Manitoba (Occupation)
.....Farmer.....~~NAC~~.....
~~CC32e~~.....~~27~~.....
~~XXXXXXXXXXXXXXXXXXXXX~~

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

The North-West Quarter (NW $\frac{1}{4}$) of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26) West of the Principal Meridian, in the Province of Manitoba, Excepting thereout the Mining and Mineral Rights as reserved in the Grant thereof from the Crown,

~~WITNESSES~~ ~~with~~

I, ~~the State of Minnesota~~
[Not required] if it is not done by act

..... ~~BOOK~~

of ~~Trans-Prairie Pipeline Company~~

considered the land have described; the person (or each of the persons) above named being hereinafter called the "grantor", in consideration of the sum of Eighty-two and 25/100 dollars (\$ - - - 82.25 - - -) paid to me ~~and~~, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by TRANS-PAIRIE 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. 822

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

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

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

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

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

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

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

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

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

P. O. Box 597, Virden, Manitoba.

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

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

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

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

SIGNED, in the presence of:

McLeod

Reginald Brayford

TRANS-PRAIRIE PIPELINES, LTD.

NAME OF COMPANY

Reginald Brayford

PRESIDENT

W. H. H. H.

SECRETARY-TREASURER

SUBJECT TO: Caveat No's. 101604, 101666.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT

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

1. That I was personally present and did see Reginald Braybrook named in the within instrument (and duplicate thereof), who is (X) personally known to me to be the person (X) named therein, duly sign, seal and execute the same for the purposes named therein.
2. That the same was executed at the Town of Virden in the Province of Manitoba, and that I am a subscribing witness thereto.
3. That I know the said Reginald Braybrook and he (XXXX) is (XXXX), in my belief, of the full age of twenty-one years.

SWORN before me at the
Town of Virden
in the Province of Manitoba
this 10th day of February
A.D. 1958

Stewart M. Elder
Post Master, Virden, Man.
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires with Office

DOWER AFFIDAVIT

CANADA
PROVINCE OF MANITOBA
TO WIT

I, (X) Reginald Braybrook
of the Post Office of Virden, in the Province of Manitoba
severally make oath and say:

1. I am (X) the Grantor (X) named in the Instrument within written and I say:

(a) The woman named (wife) (husband).

OR

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

OR

(c) The woman named (wife) (husband).....(husband) (wife)

OR

(d) The woman named (wife) (husband).....(husband) (wife)

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 Power Act."

SEVERALLY SWORN before me at the
Town of Virden
in the Province of Manitoba
this 30 day of January
A.D. 1958

Reginald Braybrook
Stewart M. Elder
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires July 10, 1958

CONSENT

I, Beatrice Braybrook
 the wife ~~consent~~ of Reginald Braybrook the Grantor named in the
 within instrument, hereby consent to the making of the same by him ~~and~~ and to the disposition made
 by him ~~and~~ thereby of an interest in the lands and premises mentioned therein.

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

Beatrice Braybrook
 Signature of Wife ~~(acknowledged)~~

CERTIFICATE OF ACKNOWLEDGEMENT BY WIFE

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

DATED at the Town of Virden in the Province of Manitoba, this
30 day of January A.D. 1958

M. E. E. E.

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

AFFIDAVIT OF EXECUTION (DOWER) My Commission Expires July 10, 1958

CANADA
 PROVINCE OF
 TO WIT

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

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

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

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

PROVINCE OF MANITOBA

To Wit:

I, DAVID PROCTOR,

of the City of Winnipeg,

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

1. I am the within-named caveator, Chevron Standard Limited.

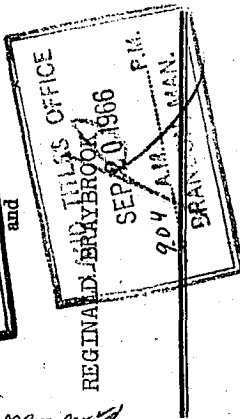
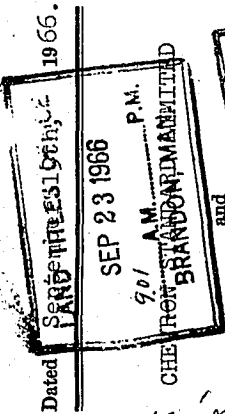
Chevron Standard Limited has
2. I believe that I have a good and valid claim upon the said land and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

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

Sworn before me at the City of
Winnipeg, in the Province of Manitoba,
this 19th day of September, 1966.

Eleanor Becker
A Commissioner for Oaths in and for the Province of Manitoba.
My Commission expires March 16th, 1968.

R.53744 - R.55864
Dated September 23, 1966.



Caveat

FORBIDDING REGISTRATION UNDER R.P.A.

5.00
5.00
1.00
P.A. 2.00
of 8.00
MICHOELEN
60085
Ryrie
Caveat
Chevron Standard Limited
2-612 D.P.

Lease No. 25,139
2-612 D.P.

PITELADO, HOSKIN & COMPANY
BARRISTERS AND SOLICITORS
WINNIPEG 2 - MANITOBA

No. R.53744
Caveat
By C. Chevro Standard Limited
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 23 Sept 1966
at 9:01 a.m. and a memorial
thereof endorsed on Cert. of Title
No. 60085
E. J. Finch
District Registrar

Under, man.

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 a written surface lease and Option Agreement dated the 13th day of September, A.D. 1966, made by Reginald Braybrook, of the Postal District of Virden, in the Province of Manitoba, Farmer, as Lessor, to Chevron Standard Limited, as Lessee, said estate or interest being particularly described and set forth in the said surface lease and option agreement; a duplicate original of which is hereunto annexed and made a part hereof.

The said lands being described as follows:

The North West Quarter of Section Eleven (11)
in Township Eleven (11) and Range Twenty-six
(26) West of the Principal Meridian, in Manitoba,
Excepting thereout the Mining and Mineral Rights
as reserved in the Grant thereof from the Crown.

standing in the Register in the name of REGINALD BRAYBROOK, of the Postal District of Virden, 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 Pitblado, Hoskin & Company, Barristers and Solicitors, 900 Royal Bank Building, 220 Portage Avenue, Winnipeg, Canada, as the place at which notices and proceedings relating hereto may be served.

Dated this 19th day of September, 1966.

Signed in the presence of

Eleanor Becker

CHEVRON STANDARD LIMITED

PER

[Signature]
Its Duly Authorized Attorney.

The address of the registered owner is P.O. Box 22, Virden, Manitoba.

THIS INDENTURE made this 13th day of September

A.D. 19 66 .

B E T W E E N:

REGINALD BRAYBROOK, of the Postal District of Virden,
in the Province of Manitoba,
Farmer

(hereinafter called "the Lessor")

OF THE FIRST PART.

- and -

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

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the surface rights with respect to the following parcel of land situate in the Province of Manitoba, and described as follows:

THE NORTH WEST QUARTER OF SECTION ELEVEN (11) IN TOWNSHIP ELEVEN (11)
AND RANGE TWENTY SIX (26) WEST OF THE PRINCIPAL MERIDIAN.

(hereinafter called "the said lands").

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That the Lessor, in consideration of the sum of TEN 00/xx Dollars, now paid (the receipt whereof is hereby acknowledged) doth hereby grant unto the Lessee an option, irrevocable within the time limited herein for acceptance, to lease all and singular those parts or portions of the said lands as may from time to time be required by the Lessee for the purposes of any and all of the Lessee's operations (whether on the said lands alone, or thereon in conjunction with other lands), (hereinafter called "the demised premises"); each such lease to be held by the Lessee as tenant for a term of thirty (30) years from the date of the exercising of this option in respect of each such lease, together with the right of renewals or extensions thereof as hereinafter set out at and for the sum of TWENTY FIVE 00/xx (\$25.00) Dollars per acre as full and final compensation for damage to surface, general disturbance and allowance for severance and inconvenience, and an annual rental of ONE HUNDRED 00/xx (\$100.00) Dollars per acre for the term of each such lease, such annual rental to include full and complete compensation for any and all damage that may be occasioned to the demised premises, including crops, by reason of the Lessee's occupation and use. The option hereby granted shall be open for acceptance for a period of ten (10) years from the date hereof and may be exercised from time to time by the delivery to the Lessor of notice, either personally or by registered mail, postage prepaid (and the Lessee shall have the right to use and occupy such area for the purposes of any and all its operations forthwith upon the said notice being personally delivered to the Lessor, or if sent by registered mail, on the expiration of forty-eight (48) hours after the time of posting thereof); such notice to be followed within ninety (90) days by registered mail, postage prepaid, of a plan showing that portion of the said lands outlined in red to be then leased, accompanied by a cheque for the amount required to be paid as above provided.

2. The Lessor, in consideration of the covenants and conditions herein and, without any additional consideration, doth hereby give, grant and transfer unto and to the Lessee, from and after the first exercising of this option, and, without limiting the generality of Clause 1, the exclusive right, license, liberty, privilege and easement to drill water wells, construct, maintain, operate and lay down, oil gas and water pipelines or flowlines, telegraph lines, telephone lines, electric power lines and all necessary structures and equipment necessary or incidental thereto, in, upon, under or across any part or parts of the said lands, together

- 1 -

THIS IS THE LEASE REFERRED TO IN THE
ATTACHED CONSENT OF TENANT

Jeffrey Miller

with the right of ingress and egress for all purposes incidental to this grant, and the Lessee shall have the right, from time to time, and at any time, to change the position of, remove, reconstruct, inspect and repair any of the above. Notwithstanding the surrender or expiration of the within lease agreement with respect to any or all of the demised premises, the rights and privileges hereby granted shall be and constitute a continuing easement.

3. It is hereby agreed that, from and after the exercising of this option with respect to all or any part or parts of the said lands that the within agreement shall be and constitute a lease agreement between the parties hereto with respect to the demised premises.

4. THE LESSOR HEREBY COVENANTS AND AGREES with the Lessee as follows:

(a) That he is now the absolute owner in his own right of the said lands with a good and marketable title thereto free and clear of all claims, liens, mortgages or encumbrances of any kind whatsoever, except however those encumbrances, if any, presently endorsed on the existing Certificate of Title or the Register; and that he has full power and absolute authority to make this lease and grant, and that upon the Lessee performing and observing the covenants herein contained, it shall and may peaceably possess and enjoy the said lands and the rights and privileges hereby granted for the term hereby created, including any extension or renewal thereof, without any interruption or disturbance from the Lessor whatsoever or from any other person or persons claiming by, through or under him, and that the Lessor will at all times and at his own expense defend his title thereto.

(b) That he will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the existence of this lease or any extension or renewal thereof.

5. THE LESSEE HEREBY COVENANTS AND AGREES with the Lessor as follows:

(a) To pay rental for the demised premises as herein provided in each and every year during the existence of this lease or any extension or renewal thereof.

(b) To dig a pit or pits and deposit therein mud and sludge resulting from any of its drilling operations and will not permit the same to escape onto the Lessor's adjoining lands.

(c) To keep down all noxious weeds on the demised premises.

(d) That upon the termination or surrender of the within lease as to all or any part of the demised premises, as hereinafter provided, it will, insofar as is reasonably practicable, deliver up the said demised premises or the part thereof so terminated or surrendered, in good plight and condition, and will remove any rubbish therefrom, plug any holes thereon, and in all respects comply with the rules, regulations and provisions of any competent authority in that behalf.

(e) To (at its own expense) at all times enclose and keep enclosed all permanent openings or excavations made in connection with any of its drilling, producing, treating or storing operations aforesaid, with fences sufficient to prevent cattle from falling therein, and will, if requested by the Lessor, and at its own expense, fence any wellsites with fences sufficient to prevent cattle from going thereon.

(f) That, except as provided in Clause 2 hereof, it will not cause or suffer any damage to be done to the land owned by the Lessor adjoining the demised premises, or to any crops, farm buildings, or fencing situate thereon, except insofar as such damage may be unavoidably occasioned by its operations, in which event it shall pay to the Lessor full compensation for all damage so occasioned.

(g) To pay all taxes, rates or assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by it upon or under the demised premises.

(h) To bury all pipelines laid by it crossing any cultivated area of the said lands to a depth of not less than eighteen (18) inches from the surface of the ground, backfill any excavations made and level the same.

(i) To indemnify and keep indemnified the Lessor against all actions, suits, claims and demands by any person whomsoever in respect of any loss, injury or damage arising out of or connected with the operations carried on by it, its servants or agents, upon the said lands, where such loss, injury or damage is caused by the gross negligence of the Lessee, its servants or agents.

6. THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE with each other as follows:

(a) That the Lessee shall have the right to terminate and surrender this lease as to any portion of the demised premises in whole or in part at any time upon fifteen (15) days' notice in writing to be given as hereinafter provided, and in the event of its so doing, this lease shall be terminated as specified in the said notice but there shall be no refund to the Lessee of any rental which may have been paid in advance; and upon such termination, and to the extent thereof, all obligations of the Lessee except such as have been incurred to the date thereof shall cease and determine in the same manner as though they had been determined by the effluxion of time, and further provided that in the event of the termination or surrender of the within lease as to any portion or all of the demised premises the Lessee shall have the right to remove or cause to be removed from the said lands all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it or its servants or agents may have placed upon or under the said lands. Notwithstanding the surrender of any part or parts of the demised premises covered by the within lease, it is agreed that the within lease shall remain in full force and effect as to any part or parts of the demised premises covered hereby and not specifically surrendered as herein provided.

(b) Unless terminated or surrendered by the Lessee as herein provided, this lease and grant shall not be subject to cancellation or termination by the Lessor, and the Lessor's remedy for any default hereunder shall be for damages only, and no action for damages or for the recovery of any monies payable hereunder shall be brought by the Lessor until the Lessor has first given notice in writing to the Lessee setting forth the particulars of the default claimed, and such action shall then lie only if the Lessee has failed to commence the remedying of such default within a period of sixty (60) days from the giving of such notice.

(c) That the Lessee may, at its option, pay or discharge any amount owing under any agreement for sale, any tax, charge, lien, mortgage or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands or any part thereof, in which event the Lessee shall be subrogated to the position and rights of the holder or holders thereof; and it is agreed that any amounts paid by the Lessee for any of the above purposes shall be and become a debt owing by the Lessor to the Lessee, and shall be and become a charge on the said lands in favour of the Lessee, and the Lessor hereby agrees with the Lessee to pay the same to the Lessee on demand, and the Lessee may in addition thereto, at its option, reimburse itself by applying against the amount so paid by it, the rentals or other sums accruing to the Lessor under the terms of the within lease.

(d) Any notice permitted or required hereunder shall be sufficiently given by either party to the other by personal delivery or by depositing the same in the Post Office, registered mail, postage prepaid, addressed to the other party as hereinafter provided, and any notice so mailed shall be deemed to have been received by the other party forty-eight (48) hours after the date on which the same was mailed. The proper address of the respective parties until changed by notice shall be:

The Lessor:	Mr. Reginald Braybrook, Post Office Box 22, VIRDEN, Manitoba.
The Lessee:	Chevron Standard Limited, Medical Arts Building, Calgary, Alberta.

(e) Any and all payments payable by the Lessee to the Lessor hereunder may, at the option of the Lessee, be made by paying or tendering a cheque either personally or by registered mail, postage prepaid, to the Lessor or for deposit to the

Canadian Imperial Bank of Commerce,

Lessor's credit in the / at VIRIDEN, Manitoba which bank and its successors are the Lessee's agents and authorized to deduct its service charge, if any, for deposits hereunder and in the event that any such payment is made by mail, it shall be sufficiently made when it is desposited in the Post Office addressed to the Lessor in the same manner as in the next preceding paragraph provided.

(f) Subject always to Clause 6(a) hereof, it is agreed that in the event that the Lessee is still in possession of the demised premises or any part thereof at the date of expiration of the term hereinbefore mentioned, then the within lease shall be renewed and the term thereof extended for a further period of thirty (30) years from the said date, and all of the terms and conditions of the within lease, including the provisions of this paragraph, shall apply mutatis mutandis to such extended term, except that the annual rental payable during such extended term shall be calculated as hereinbefore provided for that portion of the within term subsequent to the first year thereof. For the purposes of this paragraph, the Lessee shall be deemed to be in possession of the demised premises if it or its employees, agent, contractors, successors or assigns has or have any equipment or property situate within, upon or under the demised premises or any part thereof, or during any period of time for which it has paid rentals.

7. ASSIGNMENT BY LESSEE:

This option or any leases taken hereunder are assignable in whole or in part by the Lessee, upon notice in writing to the Lessor, and in the event of any such assignment by the Lessee, the Lessee shall be released from all liability hereunder arising or accruing subsequent to the date of any such assignment as to the part or parts of the said lands so assigned and should any such Assignee fail or make default in any of the covenants, conditions or obligations, whether express or implied, under this option or any leases taken hereunder, then such failure or default shall not operate to defeat or affect this option or any leases taken hereunder insofar as they cover a part or parts of the said lands in respect of which the Lessee, or other Assignee if any, shall otherwise comply with the covenant, conditions and obligations of this option or any such leases taken hereunder.

8. This lease and option and everything herein contained shall enure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto as the case may be.

IN WITNESS WHEREOF the Lessor has hereunto affixed his hand and seal and the Lessee has caused its corporate seal to be hereunto affixed, attested by the signatures of its officers authorized in that behalf, as of the day and year first above written.

SIGNED, SEALED and DELIVERED)

By Reginald Braybrook in the presence of

Leo Francis Boyle

Reginald Braybrook
Reginald Braybrook Lessor

CHEVRON STANDARD LIMITED

Per: [Signature]
MANAGER - LAND ADMINISTRATION
Per: [Signature]
ASSISTANT SECRETARY

CONSENT OF SPOUSE

I, Grace Beatrice Braybrook being married to the above named Reginald Braybrook, 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.

Grace Beatrice Braybrook

CONSENT BY WIFE OR HUSBAND

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

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

Witness: _____ Signature: _____

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

The above consent was acknowledged before me by Grace Restrice Braybrook wife of Reginald Braybrook 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 Warden in the Province of Manitoba, this 13th day of September A.D. 19 66.

X. Dilly
A Commissioner for Oaths for, both in and for
My Commission expires _____ Province of Manitoba
My Commission expires Feb. 2nd, 1967

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, Reginald Braybrook of the
PROVINCE OF MANITOBA) Postal District of Warden 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 or wife~~

OR

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

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

(c) ~~That no part of the land referred to in the instrument(s) above or within written, has ever been the homestead of me or of my wife or of my husband, within the meaning of the Homestead Act.~~

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

SWORN before me at Warden the Town)
of Warden in the)
Province of Manitoba, this)
13th day of September)
A.D. 19 66.

X. Dilly
A Commissioner for Oaths for, both in and for
My Commission expires _____ of Manitoba

My Commission expires Feb. 2nd, 1967

AFFIDAVIT OF EXECUTION

CANADA) I, Leo Francis Boyle of the City
PROVINCE OF MANITOBA) of Calgary in the Province of Manitoba, Alberta
TO WIT:) Landman, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof duly signed, sealed and executed by Reginald Braybrook of the parties thereto and ~~the within consent duly signed and executed by~~

2. That the said Instrument(s) and Duplicates thereof ~~and consent~~ were executed at the Town of Warden, in the Province of Manitoba.

3. That I know the said part y and am satisfied that he is of the full age of twenty-one years.

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

SWORN before me at the Town)
of Warden in the)
Province of Manitoba, this)
13th day of September)
A.D. 19 66.

X. Dilly
A Commissioner for Oaths for, both in and for
My Commission expires _____ Province of Manitoba
My Commission expires Feb. 2nd, 1967

CONSIST OF TENANT

WHEREAS I Jeffrey Milne am a
tenant of Reginald Braybrook who is the present registered
owner of certain lands described as follows:

The North West Quarter of Section Eleven (11) Township Eleven. (11)
Range Twenty-six (26) West of the Principal Meridian (WPM).

And WHEREAS Reginald Braybrook has entered into an
option for surface lease and/or surface lease hereinafter called
the said agreement with Chevron Standard Limited dated the
13th. day of September A. D. 1966, a copy of which is attached
hereto.

And WHEREAS I have read and fully understand the said
agreement described above. Now therefor witnessed that in consideration
of the premises contained herein and other good and valuable consideration
I do hereby irrevocably consent to the said agreement in its entirety.

SIGNED, SEALED AND DELIVERED)
in the presence of)

[Signature])

x Jeffrey Milne

CONSENT BY WIFE OR HUSBAND

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

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

Witness: _____ Signature: _____

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

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

_____ A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, _____ of the
PROVINCE OF MANITOBA) _____ of _____ in the Province of
TO WIT:) Manitoba, _____, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of twenty-one years.
2. (a) That I have no (husband) (wife)

OR

- (b) That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me _____ the Grantor.
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 _____)
of _____ in the)
Province of _____, this)
_____ day of _____)
A.D. 19 _____.

_____ A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT OF EXECUTION

CANADA) I, Iec Francis Boyle of the City
PROVINCE OF MANITOBA) of Calgary in the Province of Manitoba, Alberta
TO WIT:) Laramie, 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 Jeffrey Milne of the parties thereto, ~~and the within consent duly signed and executed by~~ _____
2. That the said Instrument(s) and Duplicates thereof ~~and consent~~ were executed at Virden, Manitoba
3. That I know the said part y _____ and am satisfied that he is _____ of the full age of twenty-one years.
4. That I am a subscribing witness to the said Instrument(s) and Duplicates ~~and consent~~.

SWORN before me at the Town)
of Virden in the)
Province of Manitoba, this)
13th day of September)
A.D. 19 86.

_____ A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires February 2/68

The Real Property Act

3. Sydney Lloyd Davies

of the City of Winnipeg,

in the Province of Manitoba, General Counsel

of

The Manitoba Telephone System, make oath and say as follows:

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

2. I believe that The Manitoba Telephone System 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 11th day of April

A.D. 19 69.



A Barrister at Law entitled to practice as such in the Province of Manitoba.

The Real Property Act

THE MANITOBA TELEPHONE SYSTEM
LAND TITLES OFFICE
LAND MANITOBA TELEPHONE SYSTEM
APR 15 1969
9:11 A.M.
P.M.
BRANDON EMPLOYER
Caveat Forbidding
Registration

CERT. OF TITLE No. 60085

MICRO-FILMED

No. R 70152
By Sydney Lloyd Davies
General Counsel
Manitoba Telephone System
I certify that this instrument was
FILED in the Brandon Land
Titles Office on 15 April 1969
at 9:11 a.m. and a memorial
thereof endorsed on Cert. of Title
No. 60085
M. J. D. Davies
Dist. Registrar

W. J. D. Davies

The Real Property Act

To the District Registrar for the Land Titles District of Brandon

Take Notice that THE MANITOBA TELEPHONE SYSTEM

claims 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 31st day of March A.D. 1969, between REGINALD BRAYBROOK

and The Manitoba Telephone System whereby the said REGINALD BRAYBROOK

granted to the said Manitoba Telephone System an Easement or Right-of-Way for the purpose of constructing, erecting, laying and maintaining a telephone line, anchor(s) or underground cable, on, over, under, upon, along and across the following described land, namely,—

The most Westerly 16.5 feet in perpendicular width of the North-west Quarter of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26), West of the Principal Meridian in Manitoba excepting thereout the mining and mineral rights as reserved in the Grant thereof from the Crown.

standing in the Register in the

name of REGINALD BRAYBROOK of the Post Office of Virden, 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 Telephone System, 166 Portage Avenue East, Winnipeg 1, Manitoba, as the place at which notices and proceedings relating hereto may be served.

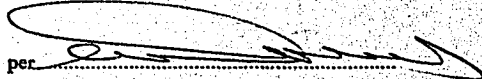
Dated this 11th day of April one thousand nine hundred and Sixty-nine.

Signed in the presence of



THE MANITOBA TELEPHONE SYSTEM

per



General Counsel

The Address of the Registered Owner is:
P.O. Box 22
Virden, Manitoba

MANITOBA TELEPHONE SYSTEM

RIGHT-OF-WAY AGREEMENT

Sec. 111 R.P.A.

THIS AGREEMENT made in triplicate this 31st day of March
A.D. Nineteen Hundred and Sixty-nine.

BETWEEN: REGINALD BRAYBROOK of the Post Office of Virden in Manitoba, Farmer

Party of the First Part

and

THE MANITOBA TELEPHONE SYSTEM

Party of the Second Part

1. IN CONSIDERATION of the payment of thirty dollars (\$ 30.00) (the receipt whereof is hereby acknowledged) the party of the first part hereby grants to the party of the second part, on, from and after the 31st day of March A.D. Nineteen Hundred and Sixty-nine the right to construct, maintain, repair, remove, and make additions to, a telephone line or lines with all necessary wires, cables, pedestals, and conduits (all of which is herein-after referred to as "telephone plant") on, over, along, under and across the following described land, namely:

The most Westerly 16.5 feet in perpendicular width of the North-west Quarter of Section Eleven (11) in Township Eleven (11) and Range Twenty-six (26), West of the Principal Meridian in Manitoba excepting thereout the mining and mineral rights as reserved in the Grant thereof from the Crown.

and for that purpose to enter on the said land with any vehicles, personnel and equipment necessary for the construction, maintenance, repair, removal of, or the making of any addition to said telephone plant, together with the right to cut or trim any trees upon the said land that, in the opinion of the party of the second part, interferes with or is likely to interfere with the said telephone plant or any part thereof.

2. THE PARTY of the first part hereby grants to the System the right of free and unimpeded access to any part of the right of way for the above mentioned purposes.

3. THE PARTY of the first part hereby agrees that the rights and licenses hereby granted shall be exerciseable forthwith and at any and all times hereafter by the System or by its servants, agents or employees free and without charge.

4. The System shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

5. THE PARTY of the first part covenants and agrees not to erect or permit the erection of any building or structure on the right of way without the consent of the party of the second part.

Address of the Grantee is

MANITOBA TELEPHONE SYSTEM,

489 Empress Street, Winnipeg 10, Manitoba.

6. THE PARTY of the first part will not excavate in, or remove the soil from the said land, if such excavation or removal would endanger the said cable, without first giving the party of the second part reasonable notice of his intention to carry out such excavation or removal, so as to enable the party of the second part to take the necessary measures to protect the said cable.

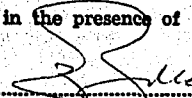
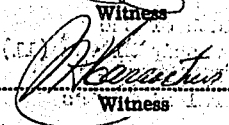
7. It is understood and agreed that in addition to the consideration the System will pay for any damage to crops or other property of the grantor, caused in the exercise of the rights granted herein.

8. TO THE INTENT THAT the burden of all rights, licenses, covenants, and agreements contained in this agreement may run with the said land the party of the first part covenants and agrees with the party of the second part that the rights, licenses and privileges hereby granted shall enure to the benefit of the System and its successors and assigns and shall be binding upon the party of the first part and on the successors in title of the party of the first part and the owners or occupiers for the time being of said land or any part thereof.

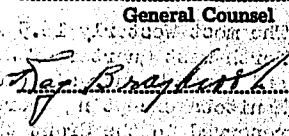
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of


Witness

Witness

THE MANITOBA TELEPHONE SYSTEM

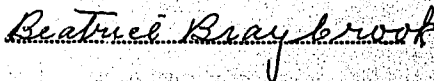

General Counsel

Reginald Braybrook

3. Beatrice Braybrook
of Reginald Braybrook

the wife

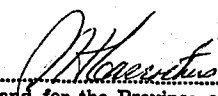
agreement within written, hereby consent to the making of the same by him.

Dated this 31st day of March A.D. 1969.
WITNESS:


Beatrice Braybrook

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

Dated at the Town of Virden in the Province of Manitoba, this 31st
day of March A.D. 1969.


A. _____
in and for the Province of Manitoba.

A Commissioner for Oaths in and for the Province of Manitoba
My Commission Expires the 9 day of February A.D. 1970

Canada
Province of Manitoba

To Wit:

3. Jack Hilbert Carrothers
of the City of Winnipeg
in the Province of Manitoba, Right-of-way Agent,

make oath and say:

1. That I was personally present and did see Reginald Braybrook
the within named grantor execute the within agreement

2. That I know the said Reginald Braybrook
and am satisfied that he is of the full
age of twenty-one years.

3. That the said agreement was executed at the Town of Virden in the Province of
Manitoba and that I am a subscribing witness thereto.

Sworn before me at the City
of Winnipeg
in the Province of Manitoba,
this 10th day of April
A.D. 1969.

A.
in and for the Province of Manitoba.
A Commissioner for Oaths in and for the Province of Manitoba
My Commission Expires the 14 day of March A.D. 1972

Canada
Province of Manitoba

To Wit:

3. Reginald Braybrook
of the Post Office of Virden
in the Province of Manitoba, Farmer,

(severally) make oath and say:

1. That I am (one-of) the within named Grantor(s) and that I am of the full age of twenty-one 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 wife husband.
6. That the person who consents as wife to the instrument within written is the wife of me, husband of me, Reginald Braybrook, 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, the Grantor(s), within the meaning of "The Dower Act".
Reginald Braybrook

(Severally) SWORN before me at the Town
of Virden in the
Province of Manitoba this 31st
day of March 1969.

A.
in and for the Province of Manitoba.
A Commissioner for Oaths in and for the Province of Manitoba
My Commission Expires the 9 day of February A.D. 1970

Date March 31st A.M. 19 69.

REGINALD BEAVERBROOK

TO

MANITOBA TELEPHONE SYSTEM

*Right-of-Way
Agreement*

Sec. III R.P.A.

Cert. of Title No. 60085

LEGAL DEPARTMENT
MANITOBA TELEPHONE SYSTEM

No. 85-1324
Caveat
 I certify that this instrument
 was Registered in the Land
 Titles Office on
JUL 9 1985
 at 140727
 between 140727
 and 140727
 Date: 140727
 Initials: 140727

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

CAVEAT

C/T No. 140727

IN RE: NW 1/4 11-11-26 NPM

Date: 1985-06-18

File No.: 27913

LAND TITLES OFFICE
 JUL 9 1985
 BRANDON, MAN.

85/ 7324
 MICRO-FILMED

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA)
 PROVINCE OF ALBERTA)
 TO WIT:)

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

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

SWORN BEFORE me at the City of Calgary)
 in the Province of Alberta, this 25)
 day of July, A.D. 1985)

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

C A V E A T

PROVINCE OF MANITOBA

TO: THE DISTRICT REGISTRAR OF THE BRANDON LAND TITLES DISTRICT

TAKE NOTICE THAT CHEVRON CANADA RESOURCES LIMITED, a body corporate having an office at 500 Fifth Avenue S.W. in the City of Calgary, in the Province of Alberta, CLAIMS AN INTEREST pursuant to an Amendment to Surface Lease dated the 7th day of May, A.D. 1985, between JOYCE BEATRICE GARDINER wife of GLEN GARDINER as Lessor and the Caveator as Lessee a copy of which agreement is attached hereto and by reference is made a part of this Caveat, in:

THE ADDRESS OF THE
REGISTERED OWNER IS:

P. O. Box 867
436 Queen Street West
Virden, Manitoba
R0M 2C0

The Northwest Quarter (NW 1/4) of Section Eleven (11), Township Eleven (11), Range Twenty-six (26) West of the Principal Meridian in the Province of Manitoba, excepting thereout all mines and minerals.

The said lands are described in Certificate of Title Number 140727 standing in the register in the name of JOYCE BEATRICE GARDINER, of the Town of Virden, in Manitoba, Wife of Glen Duncan Gardiner, of the same place, Farmer and CHEVRON CANADA RESOURCES LIMITED forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

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

DATED at the City of Calgary, in the Province of Alberta, this 18th day of June, A.D. 1985.

CHEVRON CANADA RESOURCES LIMITED

Per: [Signature]
Manager - Land Administration

Per: C. E. Sinclair
Assistant Secretary

AMENDMENT TO SURFACE LEASE

THIS AGREEMENT made the 7th day of May, A.D. 1985.

BETWEEN:

JOYCE BEATRICE GARDINER, wife of GLEN GARDINER,
both of Virden, in the Province of Manitoba
(hereinafter called the "Lessor")

OF THE FIRST PART

- and -

CHEVRON CANADA RESOURCES LIMITED, successor
in interest to Chevron Standard Limited
and The California Standard Company,
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor and the Lessee are successors in interest to a Surface Lease dated 1966-09-13 between REGINALD BRAYBROOK as Lessor and The California Standard Company as Lessee, (hereinafter referred to as the "Surface Lease") in the following lands:

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

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

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

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

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

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

Witness

(Lessor)

Richard Brown
Witness

Joyce B. Gardiner
JOYCE BEATRICE GARDINER (Lessor)

CHEVRON CANADA RESOURCES LIMITED

Per: [Signature]
MANAGER-LAND ADMINISTRATION

Per: C. E. Sinclair
ASSISTANT SECRETARY

CHEVRON STANDARD LIMITED

PLAN OF

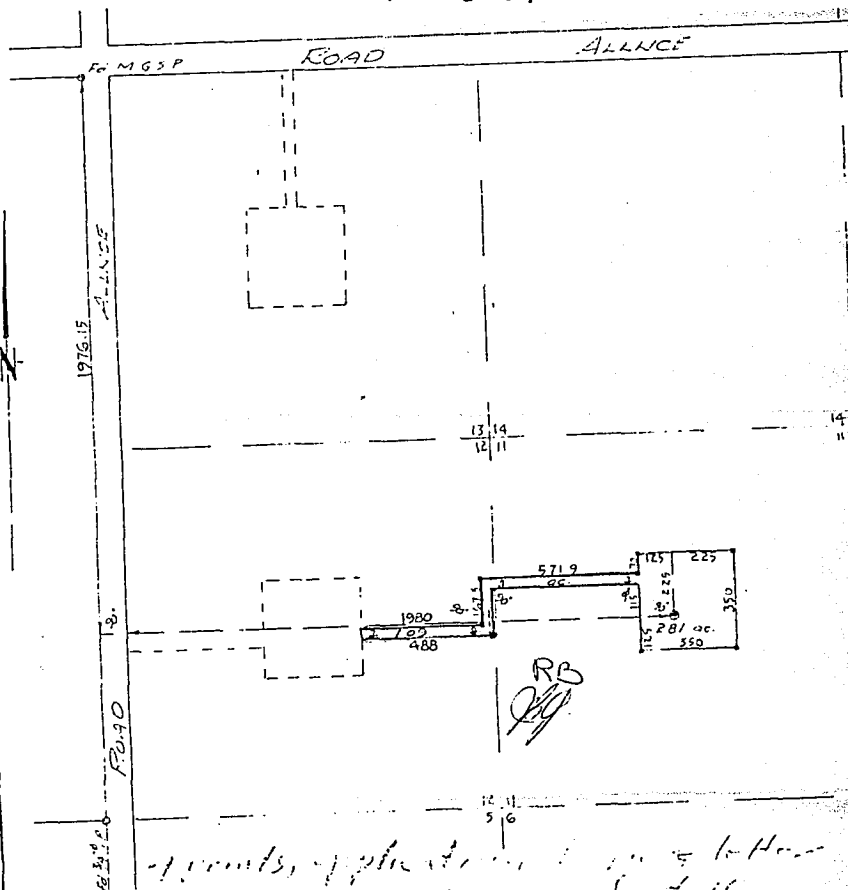
CHEVRON SCALLION PROV. 11-11-11-26

L.S. 11, SEC. 11, TWP. 11, RGE. 26 W.P.M.

MANITOBA

SCALE: 1 IN. = 400 FT.

SCHEDULE A



prints of plan shown to me & to H. H. delivered to Maryan Sept 16

Survey and plan certified correct.

Date of survey, Sept. 14th, 1966.

S. L. Gaudin
N.L.S.

Well co-ords:

1976.15 S. 11th of 1st 11th 11th Sec 11

1980 East of West bay Sec 11

Area reqd 3.90 ac bordered red.

Ground elev. at well: 1483.4

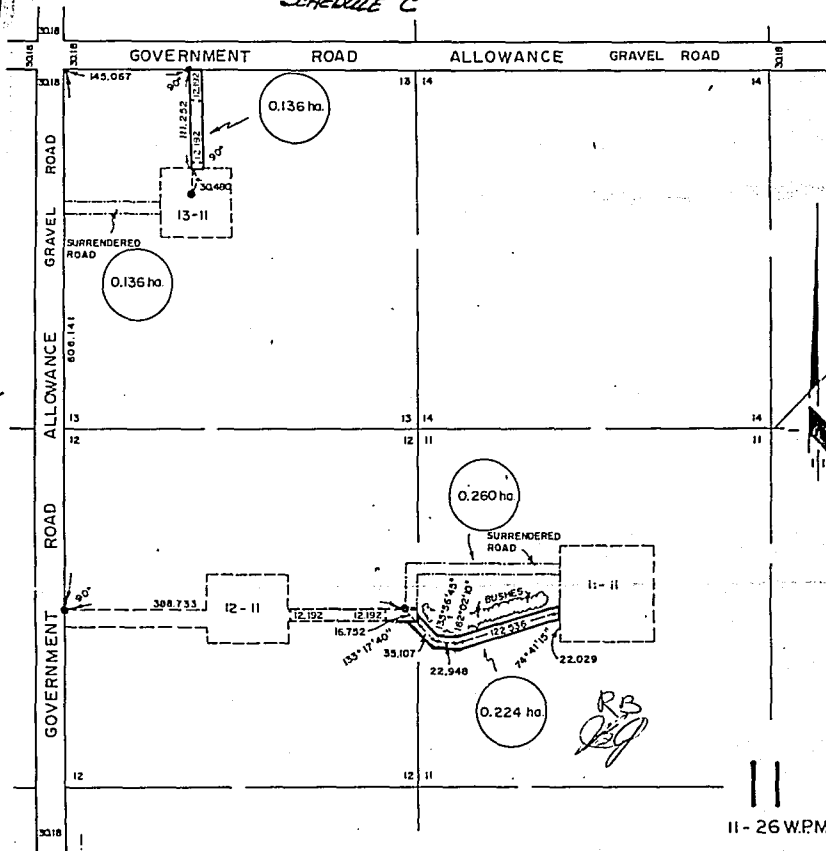
Iron bars 3/8" x 16" at : ■

Well location shown ⊙

PLAN OF ROAD REVISIONS
NORTH VIRDEN SCALLION # 1
N.W. 1/4 SEC. 11, TP. 11, RGE. 26 W.P.M
MANITOBA

Scale 1: 5000

SCHEDULE C



11 - 26 W.P.M.

NOTES

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

Well location is shown thus — — — — —

Area required is shown outlined thus — — — — —

Survey monuments found are shown thus — — — — —

Iron posts planted are shown thus — — — — —

Width of access roads is 12.192 m.

Distances shown on access roads are centreline.

Area surrendered is shown outlined thus — — — — —

Required

Areas LSD 13 Road 0.136 ha., 0.34 acres

LSD 11 Road 0.224 ha., 0.55 acres

Total 0.360 ha., 0.89 acres

CH Selden P. Eng.

Plan and Survey certified correct
this 29th day of January, 1985.

[Signature]
Manitoba Land Surveyor

FB/PGE. 222 / 101
Job No. 85-013, 85-012

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

ENVIRON SCALLION PROV. 13A-II-II-26 W.P.M.

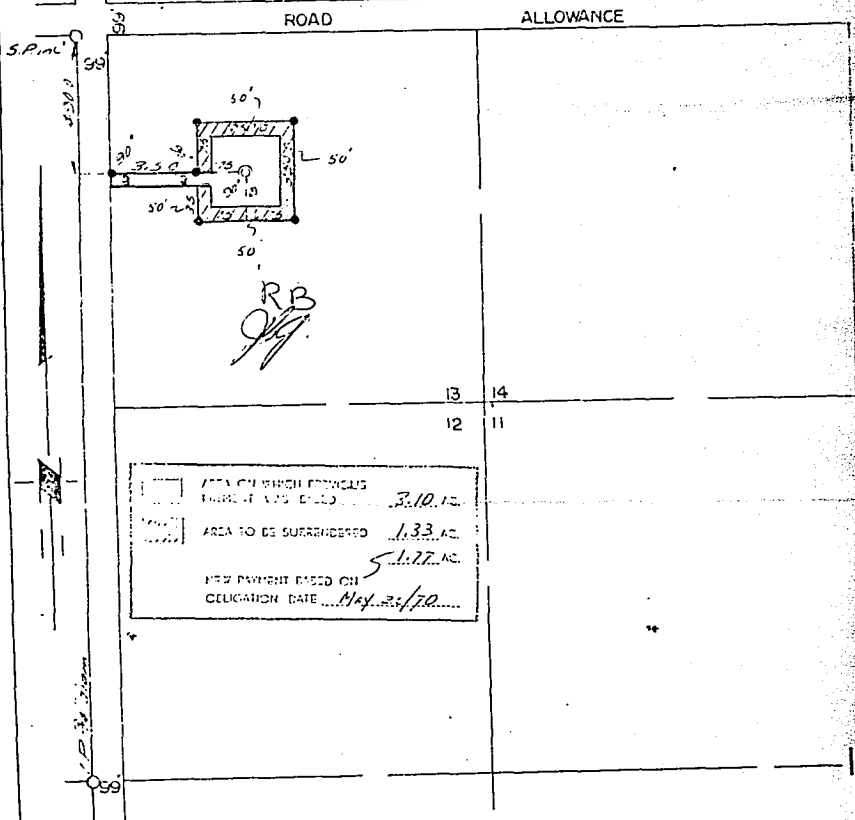
PLAN

OF OIL WELL LOCATION IN
LSD 13, SEC. 11, TP II, RGE. 26 W.P.M.

MANITOBA

SCALE 1 INCH = 400 FEET

SCHEDULE B



Note

Well location is shown thus: ○

Dimensions are in feet and decimals thereof

Area required is shown outlined in red

Survey monuments found are shown thus: ○

Iron posts to iron 24" and red are shown thus: ●

Well coordinates 190' South of North bay Sec 11
190' East of West bay Sec 11

Ground elevation at well 1486.0

Areas Well site 2.81 Acres

Access road 0.29 Acres

Total 3.10 Acres

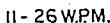
Plan and Survey Certificate
correct this 26th day of

June 1970

Manitoba Land Survey

.. , Scale 1: 5000

SCHEDULE D



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

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

CERTIFICATE OF ACKNOWLEDGMENT BY WIFE

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

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

A Commissioner for Oaths
My Commission expires _____

AFFIDAVIT BY MAKER OF INSTRUMENT

CANADA) I, JOYCE BEATRICE GARDINER of the
PROVINCE OF MANITOBA) TOWN OF VIRDEN in the Province of
TO WIT:) Manitoba, HOUSEWIFE, make oath and say:

1. That I am the Grantor named in the Instrument(s) above or within written, and I am of the full age of eighteen years.
 - (a) ~~That I have no (husband) (wife)~~ OR
 - (b) ~~That the woman who consents as wife, to the instrument(s) above or within written, is the wife of me _____ the Grantor.~~
 - ~~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 JOYCE BEATRICE GARDINER the Grantor, within the meaning of "The Dower Act."
 - (d) ~~That my co-grantor is the husband of me _____ one of the Grantors.~~
 - (e) ~~That my co-grantor is the wife of me _____ one of the Grantors.~~
3. That I am the registered owner of the lands described in the within instrument(s).

SWORN before me at THE TOWN)
of VIRDEN in the)
Province of MANITOBA, this)
day of MAY)
A.D. 1955)
Garry T. Hides)
A Commissioner for Oaths)
My Commission expires _____)

Garry T. Hides
GARRY T. HIDES
A Commissioner for Oaths
In and for the Province of Manitoba
My Commission expires February 11, 1957

AFFIDAVIT OF EXECUTION

CANADA) I, RICHARD BROWN of the CITY
PROVINCE OF MANITOBA) of CALGARY in the Province of ALBERTA
TO WIT:) LAND REPRESENTATIVE, make oath and say:

1. That I was personally present and did see the within Instrument(s) and Duplicates thereof signed, sealed and executed by JOYCE BEATRICE GARDINER of the parties thereto and the within Consent duly signed and executed by _____
2. That the said Instrument(s) and Duplicates thereof and Consent were executed at THE TOWN OF VIRDEN IN THE PROVINCE OF MANITOBA
3. That I know the said party JOYCE BEATRICE GARDINER and am satisfied that SHE IS of the full age of eighteen years.
4. That I am a subscribing witness to the said Instrument(s) and Duplicates and Consent.

SWORN before me at the THE TOWN)
of VIRDEN in the)
Province of MANITOBA, this)

Richard Brown
GARRY T. HIDES
A Commissioner for Oaths
In and for the Province of Manitoba

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>MAY 12 2003</u> as No. <u>1189540</u> I certify that the within instrument was registered in the <u>BRANDON</u> Land Titles Office and entered on Title No. <u>1821821</u> <u>[Signature]</u> For District Registrar	LAND TITLES OFFICE MAY 12 2003 BRANDON, MAN CAVEAT

1189540

Caveat

Form 18-1

Manitoba
Consumer & Corporate Affairs
Land Titles

Brandon

District of

1. CAVEATOR

MTS Communications Inc. (as assignee of Manitoba Telecom Services Inc., the successor corporation to The Manitoba Telephone System) 333 Main 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 20 day of August 1988 between

Joyce Beatrice Gardiner

and the within Caveator whereby the said

Joyce Beatrice Gardiner

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

The N/4 12 metres perp. of the NW 1/4 11-11-26 WPM.
Exc: All mines and minerals as reserved in the Grant from the Crown.

TITLE NUMBER(S) 1821821

see schedule ☐

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

Joyce Beatrice Gardiner

Virden, MB, R0M 2C0

see schedule ☐

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

MTS Communications Inc.
Property Acquisition
627 Erin 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
03	05	08

7. FARM LANDS OWNERSHIP DECLARATION

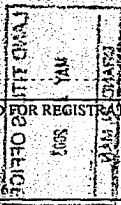
The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because the within land is not farm land as defined in *The Farm Lands Ownership Act*.

William F. Johnstone
Agent

DATE		
Y	M	D
03	05	08

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

MTS Communications Inc.
Property Acquisition
627 Erin 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*.

88/553

(002)

MANITOBA TELEPHONE SYSTEM

RIGHT-OF-WAY AGREEMENT

Sec. 106 R.P.A.

THIS AGREEMENT made in triplicate this 20th day of August
A.D. Nineteen Hundred and Eighty-eight

BETWEEN: JOYCE BEATRICE GARDINER, of the Town of Virden, in Manitoba,
wife of Glen Duncan Gardiner, of the same place, Farmer.

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

(Hereinafter called the "the Grantor"),
Party of the First Part

and

THE MANITOBA TELEPHONE SYSTEM
(Hereinafter called "the System").
Party of the Second Part

1. IN CONSIDERATION of the payment of ----- Thirty ----- dollars (\$ 30.00)
(the receipt whereof is hereby acknowledged) the Grantor hereby grants to the System, on, from and
after the 20th day of August A.D. Nineteen
Hundred and Eighty-eight the right to construct, maintain, repair, remove and make
additions to, telephone and other telecommunication lines with all necessary wires, cables, pedestals, and
conduits (all of which is hereinafter referred to as "telecommunication plant") on, over, along, under and
across the following described land, namely:

The Nly. 12 meters perp. of the N.W. ¼ 11-11-26 W.P.M.

Excepting thereout:

Firstly: Wly. 16.5 feet perp.

Secondly: All mines and minerals.

1821821

and for that purpose to enter on the said land with any vehicles, personnel and equipment necessary for the construction, maintenance, repair, removal of, or the making of any addition to said telecommunication plant, together with the right to cut or trim any trees upon the said land that, in the opinion of the party of the second part interferes with or is likely to interfere with the said telecommunication plant or any part thereof.

2. THE GRANTOR hereby grants to the System the right of free and unimpeded access to any part of the right of way for the above mentioned purposes.

3. THE GRANTOR hereby agrees that the rights and licenses hereby granted shall be exercisable forthwith and at any and all times hereinafter by the System or by its servants, agents or employees free and without charge.

4. The System shall exercise the rights, licenses and easements hereby granted in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

5. THE GRANTOR, covenants and agrees not to erect or permit the erection of any building or structure on the right of way without the consent of the party of the second part.

Address of the Grantee is

MANITOBA TELEPHONE SYSTEM,
489 Empress Street, P.O. Box 6666,
Winnipeg, Manitoba R3C 3V6

6. THE GRANTOR will not excavate in, or remove the soil from the said land, if such excavation or removal would endanger the said telecommunication plant, including any underground cable, without first giving the System reasonable notice of his intention to carry out such excavation or removal, so to enable the System to take necessary measures to protect the said cable.

7. It is understood and agreed that in addition to the consideration the System will pay for any damage to crops or other property of the grantor, caused in the exercise of the rights granted herein.

8. TO THE INTENT THAT the burden of all rights, licenses, covenants, and agreements contained in this agreement may run with the said land, the Grantor covenants and agrees with the System that the rights, licenses and privileges hereby granted shall enure to the benefit of the System and its successors and assigns and shall be binding upon the grantor and on the successors in title of the grantor and the owners or occupiers for the time being of said land or any part thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first written.

SIGNED, SEALED AND DELIVERED THE MANITOBA TELEPHONE SYSTEM

in the presence of

Witness

Witness

Manager, Property Acquisition

CONSENT UNDER DOWER ACT

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

Dated this _____ day of _____ 19 _____

WITNESS:

CERTIFICATE OF ACKNOWLEDGEMENT 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 and 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 _____

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

My commission expires _____ 19 _____

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, **STEPHEN CURTIS McLEOD**
of the **City**
in the Province of Manitoba **Winnipeg**

Right-Of-Way Agent
make oath and say:

1. THAT I was personally present and did see **JOYCE BEATRICE GARDINER**
the within grantor(s) execute the within instrument.
2. THAT I know the said party and am satisfied that **she is** of the full age of eighteen years.
3. THAT the said agreement was executed at **the Town of Virden, in Manitoba**
aforesaid and that I am a subscribing witness thereto.

Sworn before me at the **city**
of **Winnipeg**,
In Manitoba, this **21st**
day of **September** A.D. 19**68**

Jcm-Rood

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES **21st JULY 1969**

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT:

I, **JOYCE BEATRICE GARDINER**
~~and I,~~
~~(Both)~~ of the **Town** of **Virden**
in the Province of Manitoba

CM (Severally) make oath and say:

1. THAT I am (~~one of~~) the within named Grantor(s) and that I am 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~~ **wife** ~~to the instrument within written is the~~ **wife** ~~husband of me,~~ **husband of me,**
JOYCE BEATRICE GARDINER **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, **JOYCE BEATRICE GARDINER** the Grantor(s), within the meaning of "The Dower Act".

CM (Severally) SWORN before me at the

Town

of **Virden**
In Manitoba this **20th**
day of **August** 19 **68**

Jcm-Rood

Joyce B Gardiner

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF MANITOBA
MY COMMISSION EXPIRES **21st JULY 1969**

AFFIDAVIT OF GRANTOR

CANADA
PROVINCE OF MANITOBA
TO WIT:

I,
and I,
(Both) of the of
in the Province of Manitoba

(Severally) make oath and say:

1. That I am (one of) the within named Grantor(s) and that I am 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 **wife** ~~husband~~ to the instrument within written is the **wife** ~~husband~~ of me, **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, **the Grantor(s)**, within the meaning of "The Dower Act".

(Severally) SWORN before me at the

In Manitoba this
day of

19

Dated August 20th AD 19 88

JOYCE BEATRICE GARDINER

TO

MANITOBA TELEPHONE SYSTEM

RIGHT-OF-WAY AGREEMENT

Sec. 106 R.P.A.

Cert. of Title No. 140727

L.T.O.

CAVEAT No.

DATE REGD.

LEGAL DEPARTMENT
MANITOBA TELEPHONE SYSTEM

2012 1 10 12

2/3

1303963/2

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>JAN 12 2012</u> as No. <u>1303963/2</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1821824/2</u> <u>J. Price</u> For District Registrar	CAVEAT LAND TITLES OFFICE JAN 12 2012 BRANDON, MB

CAVEAT Form 18.1

S035835

District of **BRANDON**

1. CAVEATOR(S) include address and postal code

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

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Surface Lease, dated August 3, 2007 and effective September 13, 2007 for a term of Twenty-One Years between, **Joyce Beatrice Gardiner**, as Lessor, and **ENERPLUS ECT RESOURCES LTD.** as Lessee

see schedule

3. LAND DESCRIPTION

NW ¼ 11-11-26 WPM

EXC ALL MINES AND MINERALS AS RESERVED IN THE GRANT FROM THE GRANT

TITLE NUMBER(S) 1821821

MORTGAGE NUMBER

see schedule

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

Joyce Beatrice Gardiner
BOX 867 Virden, MB R0M 2C0

see schedule

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

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

6. SIGNATURE OF CAVEATOR(S)

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

DON RATCLIFF
MANAGER, SURFACE LAND

Name

Signature

DATE

Y M D

2011 12 22

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

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

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

Strike out inappropriate statement(s) and initial

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

Particulars:
DON RATCLIFF
MANAGER, SURFACE LAND

Name

Signature

Name

Signature

Caveator or Agent

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

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

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

NOTE: SINGULAR INCLUDES PLURAL AND VCS VERB PHRASES APPLICABLE TO INDIVIDUAL OR CORPORATE.
TO BE READ AS INCLUDING ALL CAVEATORS

JAN 19 2012

3/3

1303964/2

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT	
Certificate of Registration Registered this date <u>JAN 12 2012</u> as No. <u>1303964/2</u> I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. <u>1821821/2</u> <u>[Signature]</u> For District Registrar		CAVEAT LAND TITLES OFFICE JAN 12 2012 BRANDON, MD

[Signature]

CAVEAT Form 18.1

S035772

District of **BRANDON**

1. CAVEATOR(S) include address and postal code

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

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Surface Lease, dated August 3, 2007 and effective July 5, 2007 for a term of
Twenty-One Years between, **Joyce Beatrice Gardiner**, as Lessor, and **ENERPLUS ECT RESOURCES LTD.**
as Lessee

see schedule

3. LAND DESCRIPTION

NW 1/4 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE GRANT FROM THE CROWN

MORTGAGE NUMBER

TITLE NUMBER(S) 1821821

see schedule

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

Joyce Beatrice Gardiner
Box 867 Virden, MB R0M 2C0

see schedule

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

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

6. SIGNATURE OF CAVEATOR(S)

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

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D
2011 12 12

7. FARM LANDS OWNERSHIP DECLARATION

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

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

Strike out inappropriate statement(s) and initial

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

DON RATCLIFF
SURFACE LAND MANAGER

Name

Signature

DATE

Y M D
2011 12 12

Name

Signature

Caveator or Agent

**8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person
and phone number**
MAMMOTH LAND SERVICES LTD. 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration Registered this date <u>Feb 8 2012</u> as No. <u>1306221/2</u> I certify that the within instrument was registered in the <u>Brandon</u> Land Titles Office and entered on Title No. <u>1821821/2</u> <u>[Signature]</u> For District Registrar	CAVEAT LAND TITLES OFFICE FEB 08 2012 BRANDON, MB <u>Gretis</u>

1/2
1306221/2

CAVEAT Form 18.1

S035818

District of **BRANDON**

1. CAVEATOR(S) include address and postal code

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

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED

By virtue of a Manitoba Surface Lease, dated August 3, 2007 and effective January 10, 2008 for a term of Twenty-One Years between, Joyce Beatrice Gardiner, as Lessor, and ENERPLUS ECT RESOURCES LTD., as Lessee

see schedule ☐

3. LAND DESCRIPTION

THE NORTH WEST QUARTER OF SECTION ELEVEN (11), IN TOWNSHIP ELEVEN (11), IN RANGE TWENTY-SIX (26), WEST OF THE PRINCIPAL MERIDIAN, IN THE PROVINCE OF MANITOBA, EXC: ALL MINES AND MINERALS AS RESERVED IN THE GRANT FROM THE GRANT

MORTGAGE NUMBER

TITLE NUMBER(S) 1821821 *all*

see schedule ☐

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

Joyce Beatrice Gardiner
Box 867, Virden, Manitoba R0M 2C0

see schedule ☐

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

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

6. SIGNATURE OF CAVEATOR(S)

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

DATE
Y M D
2012 01 30

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

Name

Signature

Name

Signature

7. FARM LANDS OWNERSHIP DECLARATION

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

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

Strike out inappropriate statement(s) and initial

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

Particulars:

DATE
Y M D
2012 01 30

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

Name

Signature

Name

Signature

Caveator or Agent *ITIT DUAL*

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

and phone number. **337**
MAMMOTH LAND SERVICES LTD., 1401 ALBERT STREET, REGINA, SASKATCHEWAN, S4R 2R8
CANDACE MOHR, LAND ADMINISTRATOR, (306) 751-0045

By virtue of Section 144 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

IMPORTANT NOTICE:

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

1st Deputy Registrar



January 30, 2012

Brandon Land Titles Office
705 Princess Avenue
Brandon, Manitoba
R7A 0P4

Attention: Karen Denslow, Document Examiner

Dear Madam:

Re: Caveat No. 1303982 on title 1821821
Our File: ENER 310

Further to our telephone conversation of January 27, 2012, please find enclosed a new caveat for registration on the above noted title. As per our discussion, the caveat registered as no. 1303982 will be removed from the title and the enclosed caveat will be registered, both free of charge.

Thank you for your assistance.

Yours Truly,

MAMMOTH LAND SERVICES LTD.

Candace Mohr
Land Administrator
cmohr@mammothland.ca

LAND TITLES OFFICE

FEB 01 2012

BRANDON, MB



1. AGENT

1422203/2

2017-10-04

☒ This caveat will be signed by an agent☐ Individual ☒ Corporation

Corporation Name

Prairie Land & Investment Services Ltd.

2. CAVEATOR

☐ Individual☒ Corporation

Corporation Name

Corex Resources Ltd.

Address for Service

3100, 525 - 8th Avenue S.W.

City Calgary

Province Alberta

Country Canada

Postal Code T2P 1G1

☐ Government and Government Agency☐ The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*☐ Executor, Administrator, Trustee

3. ESTATE OR INTEREST IN LAND CLAIMED

Estate or Interest in land Claimed

Statutory Easement. s. 111(2) The Real Property Act

The agreement creating the statutory easement must be attached. See the Land Titles Guide for the registration rules for statutory easements.

http://www.tprmb.ca/tpr/land_titles/ltoguide_en.pdf

4. BASIS FOR CLAIM

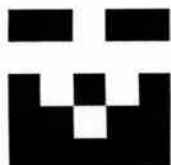
A Manitoba Easement dated on the 13th day of October 2016 between JOYCE BEATRICE GARDINER (as Grantor) and COREX RESOURCES LTD. (as Grantee)

☒ Copy of agreement or supporting documents attached

5. LEGAL DESCRIPTION

For your protection, ensure the following before signing:

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



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

6CE9-B728-F746-4EEC-5281-CBB1-83AE-1960

3. All 2 Caveat content pages are present.



Land 1

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

1821821/2

☒ All ☐ Part

Land Description

ALL THAT PORTION OF THE NW ¼ 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE
GRANT FROM THE GRANT
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 60488
BLTO (DEPOSIT NUMBER 1477-2016) PREPARED BY BRENDAN LEE WOOD, M.L.S

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

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

Given Name

JOYCE

Middle Names

BEATRICE

Surname

GARDINER

☒ Interests Affected

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The Farm Lands Ownership Act evidence is not required.

8. INSTRUMENT PREPARED BY

Given Name Daylene

Middle Names Mary-Jane

Surname Boulding

Company Prairie Land & Investment Services Ltd.

Telephone +

1

306

7575600

Extension

E-Mail

daylene@prairie-land.com

File Number

COREX #586/E1109

Description

Flowline from 12-11 to 14-11-11-26-W1M tie in



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

For your protection, ensure the following before signing:

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

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

6CE9-B728-F746-4EEC-5281-CBB1-83AE-1960

3. All 2 Caveat content pages are present.





SIGNATURE AND EVIDENCE

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

The Caveator is an eligible grantee within the meaning of section 111(1) of The Real Property Act.

Signature

Date

2017-10-03

(YYYY-MM-DD)

Name

Allyce Cormack

Position

Administrative Assistant

Agent

Prairie Land & Investment Services Ltd.

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

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

For your protection, ensure the following before signing:

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



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

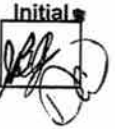
6CE9-B728-F746-4EEC-5281-CBB1-83AE-1960

3. All 2 Caveat content pages are present.

Easement

I/We, **JOYCE BEATRICE GARDINER**, of **Virden**, in the Province of **Manitoba**, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

**ALL THAT PORTION OF THE NW ¼ 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE
GRANT FROM THE GRANT
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 60488
BLTO (DEPOSIT NUMBER 1477-2016) PREPARED BY BRENDAN LEE WOOD, M.L.S.**

Initial


in the Province of Manitoba, as described in Certificate of Title No(s). **1821821/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **—Ten and 00/100— (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** hereinafter called the "Grantee", and in consideration of the covenants herein contained, DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way **Twenty (20) metres** in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect termination of its rights under this instrument.
2. The Grantee, having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of **—ONE THOUSAND TWO HUNDRED AND 00/100— (\$1,200.00) Dollars Per Acre** of right-of-way across the said lands as shown on such plan, within a reasonable period of time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and ensure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Initial



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

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

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

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

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

IN WITNESS WHEREOF:

I, the Grantor, have hereunto set my hand and seal this 13th day of OCTOBER, A.D. 2016.

Signed by the said
in the presence of:



TYLER DAVIDSON



JOYCE BEATRICE GARDINER

Box 867, Virden, Manitoba R0M 2C0
Address

COREX RESOURCES LTD.

Per:



David McGuinness
Vice President, Land

Per:

3200, 700 - 2nd Street SW, Calgary, Alberta, T2P 2W2



CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JOYCE BEATRICE GARDINER, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

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

SWORN BEFORE ME at the town)
of Virden, in the)
Province of Manitoba)
this 13th day of)
October, A.D. 2016.)


JOYCE BEATRICE GARDINER

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

My Commission Expires: TYLER WAYNE DAVIDSON
(or Being a Solicitor)

TYLER WAYNE DAVIDSON

A Commissioner for Oaths
in and for Manitoba.

My commission expires Jan. 18, 2018.

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Tyler Davidson, of the district of Qu'Appelle, in the Province of Saskatchewan, Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see JOYCE BEATRICE GARDINER, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the town of Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said JOYCE BEATRICE GARDINER and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina in the)
Province of Saskatchewan,)
this 14th day of)
October, A.D. 2016.)


TYLER DAVIDSON

A COMMISSIONER FOR OATHS
without the Province of Manitoba

My Commission Expires: TERRY W. JORDAN
(or Being a Solicitor)

My Appointment expires May 6, 2018.

Document Review



Registration #	Type	New Titles
1422203/2	Easement	
Notes		

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

Corporation Name

Prairie Land & Investment Services Ltd.

2. CAVEATOR☐ Individual  Full legal name required☒ Corporation

Corporation Name

Corex Resources Ltd.



Address for Service

3100, 525 - 8th Avenue S.W.

City

Calgary

Province

Alberta

Country

Canada

Postal Code

T2P 1G1

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

Estate or Interest in Land Claimed

Surface Lease



Term of Lease

☒ The expiry date of the term together with all renewals: 2061-03-13 (YYYY-MM-DD)☐ This lease does not have an expiry date. It expires following notice.☐ The actual expiry date cannot be determined at this time.Other expiry
details: Surface leases are agreements that secure an operator's interest in a specific piece of land for the purpose of exploring for or producing minerals.**For your protection, ensure the following before signing:**

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



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

8646-A900-E170-461D-4993-B533-5C38-66BA

3. All 3 Caveat content pages are present.

**4. BASIS FOR CLAIM**

A Manitoba Surface Lease made effective on the 14th day of March, 2019, between DIANNE LYNN ALEXANDER AND JO-ANNE CAROL MILNE, as joint tenants, (as Lessor) and Corex Resources Ltd. (as Lessee) for the term of 21 years or as long as there is a producing well for the purpose of extracting oil

☐ Copy of agreement or supporting documents attached

5. LEGAL DESCRIPTION

Land 1

☒ All or part of a title

☒ Current title number ☐ Issuing from title number

2942078/2

☒ All

☐ Part

Land Description

THE NW 1/4 OF SECTION 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE
GRANT FROM THE GRANT

☐ All units in a condominium plan

☐ All lots, blocks and parcels in a plan

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

☒ All registered owners' interests are affected

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

Given Name

DIANNE

Middle Names

LYNN

Surname

ALEXANDER

Suffix

☒ Interests Affected

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

Given Name

JO-ANNE

Middle Names

CAROL

Surname

MILNE

Suffix

☒ Interests Affected

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

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

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

For your protection, ensure the following before signing:

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



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

8646-A900-E170-461D-4993-B533-5C38-66BA

3. All 3 Caveat content pages are present.



8. INSTRUMENT PREPARED BY

Given Name	DAYLENE	Middle Names	MARY-JANE	Surname	BOULDING	Suffix	
Company	PRAIRIE LAND & INVESTMENT SERVICES LTD.						
Telephone +	1	306	7575600	Extension		E-Mail	daylene@prairie-land.com
File Number	Corex #1054/S1474			Description	S1474 - Wellsite 13-11-11-26-W1M		

Unlock Form and Remove Signature Pages

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

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

For your protection, ensure the following before signing:

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



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

8646-A900-E170-461D-4993-B533-5C38-66BA

3. All 3 Caveat content pages are present.



SIGNATURE AND EVIDENCE

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

Signature

Date

2019-04-02

(YYYY-MM-DD)

Name

Daylene Mary-Jane Boulding

Position

Surface Administrator

Agent

Prairie Land & Investment Services Ltd.

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

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

For your protection, ensure the following before signing:

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



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

8646-A900-E170-461D-4993-B533-5C38-66BA

3. All 3 Caveat content pages are present.



SIGNATURE AND EVIDENCE

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

Signature

Date

2019-04-02

(YYYY-MM-DD)

Name

Daylene Mary-Jane Boulding

Position

Surface Administrator

Agent

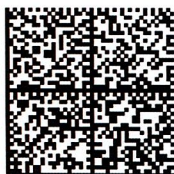
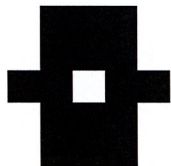
Prairie Land & Investment Services Ltd.

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

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

For your protection, ensure the following before signing:

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



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

8646-A900-E170-461D-4993-B533-5C38-66BA

3. All 3 Caveat content pages are present.

Document Review



Registration #	Type	New Titles
1444062/2	Caveat	
Notes		

Easement

I/We, **DIANNE LYNN ALEXANDER** of **Lenore**, in the Province of **Manitoba**, and **JO-ANNE CAROL MILNE**, of **Virden**, in the Province of **Manitoba**, as **joint tenants**, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

**ALL OF THAT PORTION OF THE NW 1/4 OF SECTION 11-11-26 WPM
EXC ALL MINES AND MINERALS AS RESERVED IN THE
GRANT FROM GRANT
REQUIRED FOR AN EASEMENT AS SHOWN ON A PLAN OF EASEMENT 65050
BLTO (DEPOSIT NUMBER 338-2019) PREPARED BY BRENDAN LEE WOOD, M.L.S**

Initial

in the Province of Manitoba, as described in Certificate of Title No(s). **2942078/2** of record in the Land Titles Office for the **Brandon** Land Registration District hereinafter called the said "Lands".

In consideration of the sum of **—Ten and 00/100— (\$10.00)** Dollars (receipt of which is hereby acknowledged) paid to me by **COREX RESOURCES LTD.** hereinafter called the "Grantee", and in consideration of the covenants herein contained, DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way **Twenty (20) metres** in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect termination of its rights under this instrument.
2. The Grantee, having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of One hundred and for (\$ 100.00) Dollars **Lump Sum** of right-of-way across the said lands as shown on such plan, within a reasonable period of time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and ensure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Initial

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

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

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

12. If the demised premises covered by this Easement are not entered upon, except for survey purposes, within 365 days of the date of this Easement, the Grantee shall pay to the Grantor the sum of \$ 0.00 for the right to survey and all other inconveniences and the said Easement shall terminate.

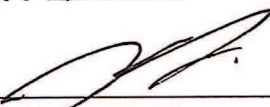
13. The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the exercise by the Grantee of the Easement Rights, including, without limitation, the construction, operation, maintenance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

IN WITNESS WHEREOF:

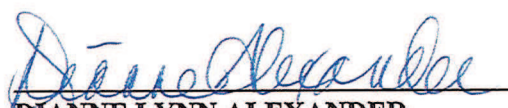
I, the Grantor, have hereunto set my hand and seal this 18th day of March, A.D. 2019.

Signed by the said)
in the presence of:)



TOM FESCIUC)


TOM FESCIUC)

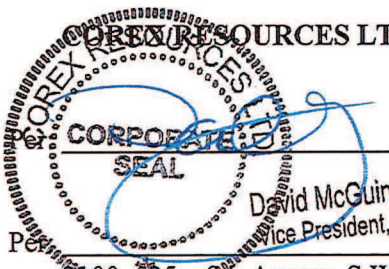


DIANNE LYNN ALEXANDER)


JO-ANNE CAROL MILNE)

Box 867, Virden, Manitoba R0M 2C0

Address



David McGuinness
Vice President, Land

3400, 525, 18th Avenue S.W., Calgary, Alberta T2P 1G1

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, DIANNE LYNN ALEXANDER, of Lenore, in the Province of Manitoba, MAKE OATH AND SAY:

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

SWORN BEFORE ME at the village)
of Kenton, in the)
Province of Manitoba,)
this 14th day of)
March, A.D. 2019.)

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

My Commission Expires: THOMAS DANIEL FESCIUC
(or Being a Solicitor)

A Commissioner for Oaths
in and for Manitoba.
My Appointment expires March 12, 2020.

Dianne Lynn Alexander
DIANNE LYNN ALEXANDER

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Tom Fesciuc, of the city of Regina, in the Province of Saskatchewan,
Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see DIANNE LYNN ALEXANDER, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the village of Kenton, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said DIANNE LYNN ALEXANDER and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina, in the)
Province of Saskatchewan,)
this 15th day of)
APRIL, A.D. 2019.)

A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires: BENJAMIN ROBERT FINES
(or Being a Solicitor)

A Commissioner for Oaths
without Manitoba.
My Appointment expires Feb. 6, 2020.

Tom Fesciuc
TOM FESCIUC

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT BY MAKER OF INSTRUMENT

I, JO-ANNE CAROL MILNE, of Virden, in the Province of Manitoba, MAKE OATH AND SAY:

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

SWORN BEFORE ME at the town)
of Virden, in the)
Province of Manitoba,)
this 18th day of)
March, A.D. 2019.)



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

My Commission Expires: THOMAS DANIEL FESCIUC
(or Being a Solicitor)

A Commissioner for Oaths
in and for Manitoba.
My Appointment expires March 12, 2020.


JO-ANNE CAROL MILNE

CANADA
PROVINCE OF MANITOBA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Tom Fesciuc, of the city of Regina, in the Province of Saskatchewan,
Land Consultant, MAKE OATH AND SAY:

1. THAT I was personally present and did see JO-ANNE CAROL MILNE, named in the within instrument who is personally known to me to be the person named therein.
2. THAT the same was executed at the town of Virden, in the Province of Manitoba, and that I am the subscribing witness thereto.
3. THAT I know the said JO-ANNE CAROL MILNE and in my belief he/she is of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Regina, in the)
Province of Saskatchewan,)
this 1st day of)
APRIL, A.D. 2019.)



A COMMISSIONER FOR OATHS
without the Province of Manitoba.

My Commission Expires: BENJAMIN ROBERT FINES
(or Being a Solicitor)

A Commissioner for Oaths
without Manitoba.
My Appointment expires Feb. 6, 2020.



TOM FESCIUC

STATUTORY DECLARATION
re: "Eligible Grantee for Statutory Easements"

1. **I, DAVID MCGUINNESS**, am the Executive Vice President, Land of **COREX RESOURCES LTD.**
2. I have personal knowledge of the facts set forth in this affidavit.
3. I hereby declare that that the above named company is an eligible grantee under Section 111 of the Manitoba Real Property Act.
4. Let it be known that **COREX RESOURCES LTD.** address of service is as follows:

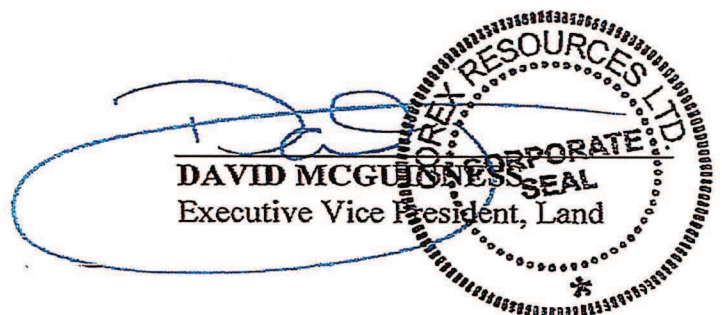
COREX RESOURCES LTD.

Bankers Hall
PO Box 22101
Calgary, Alberta
T2P 4J5

SWORN BEFORE ME at the City)
of Calgary, in the)
Province of Alberta,)
this 13th day of)
December, A.D. 2019)



A COMMISSIONER FOR OATHS
for the Province of Alberta.
My Commission Expires: October 23, 2023



Mary Beth Buchanan
3100, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1
587-390-0286

Document Review



Registration #	Type	New Titles
1454917/2	Easement	
Notes		

Property Assessment Report

Municipality: 199 - RM OF WALLACE-WOODWORTH **Roll No:** 117400.000 REAL PROPERTY

Dwelling Units: 0 **Frontage or Area:** 160.00 ACRES

Legal Description: NW11-11-26W **Civic Address:**

School Division: FORT LA BOSSE **Community Area:** WALLACE **Ward:** 2

Certificate of Title / Land Title Office:

2942078 / BRANDON

Tax Year	Assessment Reference Date	Class	Tax Status	Land	Buildings	Total
2027	Apr 1, 2025	FARM PROPERTY	TAXABLE	469,800	-	469,800
2026	Apr 1, 2023	FARM PROPERTY	TAXABLE	363,200	-	363,200
2025	Apr 1, 2023	FARM PROPERTY	TAXABLE	363,200	-	363,200
2024	Apr 1, 2021	FARM PROPERTY	TAXABLE	327,500	-	327,500
2023	Apr 1, 2021	FARM PROPERTY	TAXABLE	327,500	-	327,500
2022	Apr 1, 2018	FARM PROPERTY	TAXABLE	284,900	-	284,900
2021	Apr 1, 2018	FARM PROPERTY	TAXABLE	284,900	-	284,900
2020	Apr 1, 2018	FARM PROPERTY	TAXABLE	284,900	-	284,900
2019	Apr 1, 2016	FARM PROPERTY	TAXABLE	274,200	-	274,200
2018	Apr 1, 2016	FARM PROPERTY	TAXABLE	274,200	-	274,200
2017	Apr 1, 2014	FARM PROPERTY	TAXABLE	171,100	-	171,100
2016	Apr 1, 2014	FARM PROPERTY	TAXABLE	171,100	-	171,100
2015	Apr 1, 2012	FARM PROPERTY	TAXABLE	111,100	-	111,100
2014	Apr 1, 2012	FARM PROPERTY	TAXABLE	111,100	5,900	117,000
2013	Apr 1, 2010	FARM PROPERTY	TAXABLE	90,400	5,400	95,800
2012	Apr 1, 2010	FARM PROPERTY	TAXABLE	90,400	5,400	95,800
2011	Apr 1, 2008	FARM PROPERTY	TAXABLE	77,300	5,400	82,700
2010	Apr 1, 2008	FARM PROPERTY	TAXABLE	77,300	5,400	82,700
2009	2003	FARM PROPERTY	TAXABLE	68,400	4,500	72,900
2008	2003	FARM PROPERTY	TAXABLE	68,400	4,500	72,900