

SURFACE LEASE SPECIAL CONDITIONS ADDENDUM

Date _____

These special conditions are attached to and form part of the surface lease agreement on the titled property known as the _____ . If there is any conflict between these special conditions and any conditions or terms on the attached surface lease agreement, these special conditions shall prevail. The term "Lessee" on this addendum shall include joint and several all agents, landmen, contractors, subcontractors, operators, consultants, surveyors, employees, personnel and or successor's and assign's of the Lessee.

1. This surface lease is for the drilling of only one (1) oil or gas well and not for any future gas processing plant, compressor, battery or other facility.
2. The Lessee shall conduct a pre-site assessment with proper soil sampling and analysis and provide the Lessor with a certified copy of the assessment prior to lease site and access construction. The Lessee shall conserve all topsoil in a good workman like manner, having regard to good soil conservation practices and any other reasonable request and or direction of the Lessor in connection therewith. All topsoil shall be conserved by the Lessee and stored on the demised premises in such manner as to prevent any erosion and or contamination or pollution of the topsoil.
3. The Lessee shall contain its operations to the area within the surveyed demised premises as approved by the Lessor, including the travel and movement of personnel, vehicles, equipment, etc.
4. The Lessee shall not obstruct or impede the natural drainage of the remainder of the land adjacent to the demised premises, and to that end shall construct and or install adequate culverts and or other works as the Lessor may require.
5. The Lessee shall construct and maintain such fences, locking gates, adequate approaches and crossing with adequate gates, and other works, to such standard as the Lessor and the occupant may require for wide equipment crossing and to ensure the safety and prevent the straying of livestock and to prevent trespass onto and adjoining the demised premises. Such fences and gates shall be constructed by the Lessee prior to the construction of the access road and or lease site.
6. The Lessee shall prevent the noxious, nuisance and restricted weeds from growing on the demised premises. The Lessee shall not move any machinery, equipment or vehicles onto the demised premises if such movement is likely to cause the spread of a noxious , nuisance or restricted weed. The Lessee shall wash and clean all machinery, equipment and vehicles immediately prior to entry onto the demised premises to prevent the spread of weed seeds, introduction of soil born disease and or any other polluting substance and or material. The Lessee shall have the Lessor inspect the equipment for cleanliness prior to entry onto the demised premises.
7. The Lessee shall compensate the Lessor for all crop loss, adverse effect, inconvenience, nuisance and any other damages suffered as a result of the Lessee's operations on or near the demised premises. Any crop loss and or loss of use shall be valued at a minimum of \$_____ per acre per year during the continuance of this surface lease. The Lessee will pay all legal and or consultation costs incurred by the Lessor, pertaining to the acquisition of and the continuance of this surface lease. The Lessor's time in respect to matters concerning this surface lease shall be valued at a minimum of Fifty (\$50.00) Dollars per hour and such costs shall be borne by the Lessee and shall be paid in full to the Lessor within Thirty (30) days of invoicing. An interest rate of three (3%) percent per month (36% per year) will be levied against any amount outstanding and will be compounded monthly.
8. The Lessee shall not engage in the wanton discharge of firearms on or adjoining the demised premises, nor shall any domestic animals in keeping of the Lessee be allowed to roam at large in the area.
9. The Lessee shall not drill any water well on the demised premises without the Lessor's written consent. Prior to any exploration on the demised premises, the Lessee shall, after consultation with the Lessor, properly sample, test, measure, record, analyze thoroughly by an accredited laboratory and present the Lessor with a certified analysis of all water wells and or water bodies tested on or near the titled property where the exploration is to occur. The Lessee shall conduct a duplicate certified thorough water analysis after drilling operations have been completed and after any future fracturing operations and provide the Lessor with the certified results. All testing and analysis costs will be borne by the Lessee.
10. The Lessee shall not construct any above ground powerlines on, over, across and or along the demised premises without the Lessor's written consent.
11. The Lessee shall not construct any pipeline or flowline along, over or through the demised premises without the Lessor's written consent.
12. The Lessee shall not apply any chemical, soil sterilizing material, pesticide and or herbicide onto the demised premises without the Lessor's written consent.
13. The Lessee shall salvage all merchantable timber logs, posts and firewood on the demised premises in a manner agreeable to the Lessor for the Lessor's use. The Lessee shall pay to the Lessor \$_____ per tree if any trees are damaged that were designated as shelterbelt trees.
14. The Lessee shall not dispose of any sump fluids, toxic chemicals, hazardous substance, radioactive material, rocks and or garbage on the demised premises without the Lessor's written consent.
15. The Lessee shall maintain aesthetics on the demised premises and prepare an adequate cultivated seed bed and plant a certified seed as requested by the Lessor to prevent soil erosion and pollution by the _____ day of _____ 20_____.
16. The Lessee shall permit the Lessor to use the lease road and cross over the demised premises to gain access to the remainder of the lands. The Lessee shall provide adequate approaches, fences, locking gates and other works as the Lessor may require for the movement of livestock and machinery, etc. across the demised premises.
17. The Lessee shall not apply any coarse gravel and or pit run rock onto the demised premises. The Lessee shall not move any topsoil, subsoil, clay or marl off and or on to the demised premises without the Lessor's written consent.
18. The Lessee shall adequately berm the lease site, prior to the drilling operations to contain and to prevent the migration of hydrocarbons drilling fluids, dissolved chemicals and or any other polluting substances, which may contaminate the lands and or waterways and or water bodies near and or adjoining the demised premise. No topsoil shall be used to construct berms and or dikes on the demised premises.
19. The Lessee shall absolve the Lessor of any and all responsibility for damages, costs, claims, suits and or actions arising out of and or occurring from or because of the demised premises and or the Lessee's activities on or near the demised premises.
20. The Lessee shall make payment in full to the Lessor, prior to entry onto the demised premises or if requested by the Lessor at the time of signing of this agreement.
21. The Lessee shall pay to the Lessor each year in advance, the full negotiated annual compensation and or rental, until the demised premise has been completely reclaimed and restored to the landowners satisfaction and the full annual compensation and or rental shall be paid each year in advance until the Lessee has reclaimed the demised premise to the landowner's satisfaction and has obtained a reclamation certificate from the Department of Environment Reclamation Division and or other governing authority. There shall be no refund to the Lessee of any compensation or rental which may have been paid in advance.
22. The Lessee shall not assign this surface lease, nor any of the rights granted within this surface lease, to another operator without the Lessor's written consent, which will not be unreasonably withheld.
23. If the Lessee for whatever reason, does not contain its operations to and within the surveyed area of the demised premises, then the Lessee shall pay to the Lessor, trespass fees plus damages based on at least the initial per acre land value, plus entry fee, in 5 meter width increments for the entire length of the access road and or well site, plus crop loss for a minimum of three (3) years.
24. The Lessee shall conduct a thorough multi phase environmental audit of the entire demised premise and provide the Lessor with a certified copy of such audit to certify and ensure that the entire area including the land, ground water and or water bodies near and or adjoining the demised premises is not polluted and or contaminated with any hydrocarbon materials, heavy metals, hazardous chemicals, drilling muds, radioactive materials, industrial wastes, metal debris and or migrating gases, prior to applying for a reclamation certificate.
25. The Lessee shall obtain, secure and annually maintain an adequate performance bond in favor of the Lessor, to ensure the Lessee's compliance with all these conditions, including the timely satisfactory reclamation and restoration of the demised premise and or any adjacent lands damaged or disturbed by the Lessee.
26. Other.

LESSEE_____
and or agent of the Lessee.**LESSOR**_____
and or agent of the Lessor or Lessor's._____
Please print name._____
Please print name.

PIPELINE SPECIAL CONDITIONS ADDENDUM

Date: _____

These special conditions are attached to and form part of the pipeline right-of-way agreement on the titled property known as the _____ . If there is any conflict between these special conditions and any conditions or terms on the attached pipeline right-of-way agreement, these special conditions shall prevail. The words "right-of-way agreement" on this addendum can also mean "grant of easement" and or any other titled pipeline easement and or agreement. The term "Grantee" on this addendum shall include joint and several all agents, landmen, contractors, subcontractors, operators, consultants, surveyors, employees, personnel and or successor's and assign's of the Grantee.

1. This right-of-way agreement is for the construction and laying of one (1) pipeline.
2. The Grantee shall conduct a pre-construction assessment with proper soil sampling and analysis and provide the Grantor with a certified copy of the assessment prior to pipeline right of way construction. The Grantee shall conserve all topsoil in a good workman like manner, having regard to good soil conservation practices and any other reasonable request and or direction of the Grantor in connection therewith. All topsoil shall be conserved by the Grantee and stored on the right-of-way in such a manner as to prevent any erosion or contamination of the topsoil.
3. The Grantee shall contain its operations to the area within the surveyed right-of-way as approved by the Grantor, including the travel and movement of personnel, equipment, vehicles, etc.
4. The Grantee shall not obstruct or impede the natural drainage of the land adjacent to the right-of-way.
5. The Grantee shall construct and maintain such adequate fences, locking gates, and other works, as the Grantor and or the occupant may require to ensure the safety and prevent the straying of livestock during the surveying, construction, maintenance and or repairs undertaken by the Grantee in connection with the right-of-way. The Grantee shall promptly replace and or repair all fences damaged as a result of their operations, to the Grantor's satisfaction.
6. The Grantee shall prevent the noxious, nuisance and restricted weeds from growing on the right-of-way. The Grantee shall not move any machinery, equipment or vehicles onto the right-of-way if such movement is likely to cause the spread of a noxious, nuisance or restricted weed or soil borne disease. The Grantee shall wash and clean all machinery, equipment and vehicles immediately prior to entry onto the right-of-way to prevent the spread of weed seeds, and or any other polluting substance and or material. The Grantee shall have the Grantor inspect the machines and equipment for cleanliness prior to entry onto the right of way.
7. The Grantee shall not engage in the wanton discharge of firearms on or adjoining the right-of-way, nor shall any domestic animals in keeping of the Grantee be allowed to roam at large in the area.
8. The Grantee shall remove all stumps, rocks, roots and other debris from the right-of-way to the Grantor's satisfaction, after the pipeline construction is completed.
9. The Grantee shall prepare an adequate cultivated seed bed and if required by the Grantor plant a certified seed and establish a satisfactory perennial growth on the right-of-way, work space and any other area that was disturbed and or damaged by the Grantee.
10. The Grantee shall not apply any chemical, soil sterilizing material, pesticide and or herbicide onto the right-of-way without the Grantor's written consent.
11. The Grantee shall not cut or damage any trees on or adjacent the pipeline right-of-way without the Grantor's written consent. The Grantee shall pay the Grantor, \$_____ per tree if any trees are damaged, that were designated as shelterbelt trees.
12. The Grantee shall salvage all merchantable timber logs, posts and firewood on the right-of-way in a manner agreeable to the Grantor for the Grantor's use and or benefit.
13. The Grantee shall reclaim, restore and if required by the Grantee, reseed and establish an adequate perennial growth on the right-of-way, in a timely fashion and in accordance with proper reclamation and farming practices, by the _____ day of _____ 20_____.
14. The Grantee shall bury the pipeline to a minimum depth of _____ meters and have adequate overburden at equipment crossings.
15. The Grantee shall compensate the Grantor for all crop loss, adverse effect, nuisance, inconvenience and any other damages suffered as a result of the Grantee's operations. Any crop loss and or loss of use shall be valued at a minimum of \$_____ per acre per year during the continuance of this right-of-way agreement. The Grantee shall pay all legal and or consultation costs incurred by the Grantor during the acquisition of and or the continuation of this right-of-way agreement. The Grantor's time in respect to all matters pertaining to and arising from this right-of-way agreement shall be valued at a minimum of Fifty (\$50.00) Dollars per hour. The Grantee shall pay the Grantor in full within thirty (30) days of invoicing. An interest rate of three (3%) per month (36% per year) will be levied against the amount outstanding and shall be compounded monthly.
16. If any above ground installation is required on the right-of-way, the Grantee shall, subject to any superseding requirement of sound engineering principles, construct such above ground installation in an area where it will cause the minimum inconvenience to the Grantor's operations. The Grantee shall adequately mark and protect such installation so it is clearly visible to the Grantor and or their employee's.
17. The Grantee shall compensate the Grantor annually for any and all above ground installations on the right-of-way, by way of rental for loss of use and adverse effect. Such annual rental shall be subject to review every five (5) years.
18. Should a leak or break occur in the pipeline, the Grantee shall immediately notify the Grantor and the occupant of the land, of the location of the leak or break and advise the Grantor and the occupant of the measures being taken to contain, repair and or cleanup the leak, spill or break.
19. The Grantee shall absolve the Grantor of any and all responsibility for damages, injury, costs, claims, suits or actions arising out of the placement of any pipeline and or above ground installation and or any structure, in or on the right-of-way, and or resulting from the Grantee's operations on or near the right-of-way.
20. If the Grantee for whatever reason does not contain its operations to and within the granted surveyed area of the right-of-way, then the Grantee shall pay to the Grantor, trespass charges plus damages based on at least the initial per acre land value, plus entry fee in five (5) meter width increments for the entire length of the right-of-way, plus crop loss for a minimum of three (3) years.
21. The Grantee shall make payment in full to the Grantor, prior to entry onto the right-of-way or if requested by the Grantor at the time of signing this agreement.
22. The Grantee shall not assign this right-of-way agreement, nor sublet any of the rights granted within this agreement to another operator without the Grantor's written consent, which will not be unreasonably withheld.
23. The Grantee shall prior to abandonment of the right-of-way, remove all pipe, pipelines and other installations, that were installed over, under, and or through the right-of-way if requested by the Grantor.
24. The Grantee shall conduct a thorough multi phase environmental audit of the right-of-way and provide the Grantor with a certified copy of such audit, to certify and ensure that the entire area including the land, ground water and or water bodies immediately adjoining and or near the right-of-way is not polluted and or contaminated with any hydrocarbon materials, heavy metals, salts, hazardous chemicals, industrial wastes and or any other substance that may have been transported by the pipeline, prior to the abandonment of the pipeline.
25. The Grantee shall discharge and remove all liens they may have registered, from the Grantor's land title upon pipeline delicensing and or abandonment.
26. The Grantee shall obtain, secure and annually maintain an adequate performance bond in favor of the Grantor, to ensure the Grantee's compliance with all these conditions, including the timely satisfactory reclamation and restoration of the right-of-way and or any adjacent lands damaged or disturbed by the Grantee and or its agents etc.
27. Other.

GRANTEE _____
and or agent of the Grantee.

GRANTOR _____
and or agent of the Grantor or Grantor's

Please print name

Please print name