

**TRUST AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**TRUSTEE**, a body corporate, having an office in the City of \_\_\_\_\_, in the Province of Alberta (hereinafter called the "Trustee")

OF THE FIRST PART

- and -

**BENEFICIARY**, a body corporate, having an office in the City of \_\_\_\_\_, in the Province of Alberta (hereinafter called the "Beneficiary")

OF THE SECOND PART

WHEREAS the Trustee holds legal title to the petroleum and natural gas leases covering certain lands, as more particularly set forth and described in Schedule "A" attached hereto and made a part hereof (such leases and all extensions and renewals thereof hereinafter referred to as the "Title Documents" and such lands hereinafter referred to as the "Lands"); and

WHEREAS pursuant to an Agreement of Purchase and Sale dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Agreement"), the Beneficiary purchased a portion of the Trustee's interest in the Lands, which interest is more particularly described in Schedule "A" (such interest in the Lands hereinafter referred to as the "Acquired Interest"); and

WHEREAS it is agreed by the parties hereto that the Trustee shall hold the Acquired Interest in trust for the Beneficiary.

NOW THEREFORE THIS TRUST AGREEMENT WITNESSES that in consideration of the premises and mutual covenants and conditions contained herein and in the Agreement and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Beneficiary to the Trustee, the receipt of which is hereby acknowledged by the Trustee, the parties hereto agree as follows:

1. The Trustee shall hold the Acquired Interest in trust for the Beneficiary on the terms and conditions hereinafter set forth.