

**ADDENDUM ATTACHED TO CERTAIN CANADIAN PACIFIC RAILWAY
COMPANY LEASES SUBSEQUENT TO THE PRIVY COUNCIL
DECISION IN BORYS v. CANADIAN PACIFIC RAILWAY COMPANY AND
IMPERIAL OIL LIMITED**

WHEREAS the title of the Lessor covering the leased area is confined to coal and petroleum.

WHEREAS the Lessee has requested the Lessor to waive any claim to royalty on dry natural gas that may be produced from the leased area.

NOW THEREFORE Canadian Pacific Railway Company, the Lessor named in the attached Petroleum Lease No. _____, and covering the leased substances referred to in the said Lease underlying

DOES HEREBY AGREE to waive any claim to royalty with respect to the production by the Lessee from the said land of dry natural gas which at no time was in solution with petroleum.

In all other respects the said Lease shall remain in full force and effect, and the Lessee agrees to continue to pay the rental under the terms of the said Lease so long as any natural gas is being produced from the leased area.

The Lessee further agrees that if any liquid hydrocarbons are recovered from natural gas produced from the leased area, royalty will be payable to the Lessor in respect of such liquid hydrocarbons.

IN WITNESS WHEREOF Canadian Pacific Railway Company, as Lessor, and _____, as Lessee of the said Lease, have caused these presents to be executed this ____ day of _____, A.D. 19 ____.