
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

182 285 633 +6

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		PO BOX 2140 STN M CALGARY ALBERTA T2P2M4 (DATA UPDATED BY: CHANGE OF NAME 202154432)
882 128 869	10/06/1988	MORTGAGE MORTGAGEE - BANK OF MONTREAL. P.O. BOX 790, WAINWRIGHT ALBERTA ORIGINAL PRINCIPAL AMOUNT: \$37,800
882 208 186	07/09/1988	AMENDING AGREEMENT AFFECTS INSTRUMENT: 882128869
002 234 566	16/08/2000	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - TEINE ENERGY LTD. 3000, 520 3 AVE SW CALGARY ALBERTA T2P0R3 (DATA UPDATED BY: CHANGE OF ADDRESS 072362392) (DATA UPDATED BY: CHANGE OF NAME 162054550) (DATA UPDATED BY: TRANSFER OF CAVEAT 232074234)
002 325 244	02/11/2000	CAVEAT RE : SURFACE LEASE UNDER 20 ACRES CAVEATOR - TEINE ENERGY LTD. 3000, 520 3 AVE SW CALGARY ALBERTA T2P0R3 (DATA UPDATED BY: CHANGE OF ADDRESS 072362228) (DATA UPDATED BY: CHANGE OF NAME 162054555) (DATA UPDATED BY: TRANSFER OF CAVEAT 232074238)
002 335 311	10/11/2000	UTILITY RIGHT OF WAY GRANTEE - REPSOL OIL & GAS CANADA INC. 2000, 999 - 3RD STREET SW CALGARY ALBERTA T2P5C5 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022272116) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 172187006)
192 309 613	20/12/2019	CAVEAT RE : LEASE INTEREST CAVEATOR - WAYNE SKINNER

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

182 285 633 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

BOX 176
CHAUVIN
ALBERTA T0B0V0

TOTAL INSTRUMENTS: 007

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E007CRM	13/07/2023	TEINE ENERGY LTD. 4032614255 CUSTOMER FILE NUMBER: TEINE001	
004		TRANSFER OF INSTRUMENT	0023 806 756

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 10 DAY OF AUGUST,
2023 AT 07:25 A.M.

ORDER NUMBER: 48011892

CUSTOMER FILE NUMBER: clhbid/gk



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

752063245

ORDER NUMBER: 48200951

ADVISORY

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752063245

MAY 30 1975

APR 1

JR
dot 168 Z 2-69

BP Canada 

BP Exploration Canada Limited

335 Eighth Avenue S.W., Calgary, Alberta T2P 1C9 • Telephone (403) 266-7071

May 13, 1975

Northern Alberta Land
Registration District
Land Titles Building
EDMONTON, Alberta

Re: Easement No. 27-42-2 W4

Dear Sir:

We enclose a Caveat, in duplicate, to be registered against the above noted title.


After registration by your department, please return the duplicate copy of the Caveat, a G.R. Certificate and an Abstract of Title to this office.

Please charge all costs incurred to the account of BP Exploration Canada Limited

Yours very truly,

BP EXPLORATION CANADA LIMITED



Per: 
R. E. McKenna
Landman


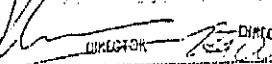
REM:cj
Encl.

TWELFTH: This easement is and shall be at the same price and terms as 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 the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF I (We) have hereunto subscribed my (our) name(s) this 21st day of January, A.D. 1975.

SIGNED by the said Sharon Wilson
in the presence of _____

Witness: _____


BY ATTORNEY GRANTOR

DIRECTOR
BP EXPLORATION CANADA LIMITED

Memorandum of Understanding

THE LAND TITLES ACT

Easement

LENGTH 1,287.14

ACREAGE 3.36

I, (We), MARATHON REALTY COMPANY LIMITED

of Calgary

In the Province of Alberta, hereunder called "the Grantor", being registered as owner, for entitled to become registered as owner under an Agreement for Sale or unregistered Transfer or otherwise, of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of Alberta and being composed of—

The North West Quarter (NW¼) of Section Twenty-Seven (27), Township Forty-Two (42), Range Two (2), West of the Fourth (W4M) Meridian, containing One Hundred and Fifty-Nine (159) acres more or less. Excepting thereout One and Fourteen Hundredths (1.14) acres more or less for road as shown on Plan 606 E.T. The land hereby described containing One Hundred and Fifty Seven and Eighty Six Hundredths (157.86) Acres more or less. Reserving thereout all mines and Minerals (which without restricting the generality thereof, shall be deemed to include all gas and petroleum) together with full power to work the same as set forth in Transfer 509 U.N. Title No. 168 Z 269

DO HEREBY, IN CONSIDERATION of the sum of _____ Dollars

(\$ _____) paid to the Grantor (or to others interested in the said lands by encumbrances or otherwise) by BP EXPLORATION CANADA LIMITED, hereinafter called "the Grantee", (receipt of which sum is hereby acknowledged).

AND IN FURTHER CONSIDERATION of the conditions hereinafter mentioned to be performed by the Grantee,

GRANT, transfer and convey unto and to the Grantee the right, license, liberty, privilege and easement to use that portion of the said lands, being a right-of-way _____ feet in width as delineated in RED on a plan of the said right-of-way hereto annexed, or as may be delineated in red on a further plan of alternative right-of-way to be delivered by the Grantor to the Grantee prior to the construction of any pipeline upon such right-of-way, for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline or lines, including any expansion loop or loops, together with all such stations, structures, dips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means of the same, together with the right to construct, maintain and operate, reconstruct, replace or remove, on or from the said right-of-way a line of poles with power, telegraph and/or telephone wires thereon, and the right of ingress and egress, for all purposes incidental to the grant, as and from the _____ day of _____, A.D. 1973, and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions:

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

SECOND: The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing the said right-of-way of timber.

THIRD: The Grantee shall compensate the Grantor for damage done to any crops, fences and livestock on the said right-of-way by reason of the exercise of the rights hereinbefore granted.

FOURTH: The right of the Grantee to delineate an alternative right-of-way shall be limited to such alternative right-of-way as shall embrace in its total area not more than 1/2 acres in any one legal subdivision, and the Grantee shall compensate the Grantor concurrently with delivery to the Grantor of the alternative plan, at the rate of \$ _____ per acre for any additional area thereby delineated not embraced within the boundaries of the right-of-way first delineated.

THAT the Grantee will pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, equipment, structures and works placed by the Grantee in, on, or under the said lands.

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

THAT the Grantee will within a reasonable time after the discontinuance of the rights hereby granted, at the Grantee's sole expense, execute all documents and do all things necessary to remove any encumbrances from the Title of the Grantor which were placed thereon by the Grantee or by any other person or persons whatsoever, as a result of the granting of this easement.

TENTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at 335 - Eighth Avenue S.W., CALGARY, Alberta

and to the Grantor at Suite 873, 125 - 9th Avenue S.E., CALGARY, Alberta

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 (7) days after the mailing thereof, postage prepaid.

ELEVENTH: This easement may be assigned in whole or in part as to all or any portion of the rights, licenses, liberties, privileges and/or easements hereby granted and transferred.

TWELFTH: This easement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and inure 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 the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF I (We) have hereunto subscribed my (our) name(s) this 21st day of January, A.D. 1973.

SIGNED by the said _____ in the presence of _____

MARATHON REALTY COMPANY LIMITED

ATTORNEY GRANTOR

Witness:

DIRECTOR

Memorandum of Encumbrances:

BP EXPLORATION CANADA LIMITED

"A"
THE LAND TITLES ACT

Easement

LENGTH 1,287.14

ACREAGE 3.36

I, (We), MARATHON REALTY COMPANY LIMITED

of Calgary

of the Province of Alberta, hereunder called "the Grantor", being registered as owner, for entitled to become registered as owner under an Agreement for Sale or unregistered Transfer or otherwise, of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of Alberta and being composed of:-

The North West Quarter (NW $\frac{1}{4}$) of Section Twenty-Seven (27), Township Forty-Two (42), Range Two (2), West of the Fourth (W4M) Meridian, containing One Hundred and Fifty-Nine (159) acres more or less. Excepting thereout One and Fourteen Hundredths (1.14) acres more or less for road as shown on Plan 606 E.T. The land hereby described containing One Hundred and Fifty Seven and Eighty Six Hundredths (157.86) Acres more or less. Reserving thereout all mines and Minerals (which without restricting the generality thereof, shall be deemed to include all gas and petroleum) together with full power to work the same as set forth in Transfer 509 U.N. Title No. 168 Z 269

DO HEREBY, IN CONSIDERATION of the sum of \$..... Dollars (\$.....) paid to the Grantor (or to others interested in the said lands by encumbrances or otherwise) by

BP EXPLORATION CANADA LIMITED, hereinafter called "the Grantee", (receipt of which sum is hereby acknowledged).

AND IN FURTHER CONSIDERATION of the conditions hereinafter mentioned to be performed by the Grantee,

GRANT, transfer and convey unto and to the Grantee the right, license, liberty, privilege and easement to use that portion of the said lands, being a right-of-way feet in width as delineated in RED on a plan of the said right-of-way hereto annexed, or as may be delineated in red on a further plan of alternative right-of-way to be delivered by the Grantee to the Grantor prior to the construction of any pipeline upon such right-of-way, for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline or lines, including any expansion loop or loops, together with all such stations, structures, dips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means of the same, together with the right to construct, maintain and operate, reconstruct, replace or remove, on or from the said right-of-way a line of poles with power, telegraph and/or telephone wires thereon, and the right of ingress and egress, for all purposes incidental to the grant, as and from the day of NOVEMBER, A.D. 1973 and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions:

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

SECOND: The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing the said right-of-way of timber.

THIRD: The Grantee shall compensate the Grantor for damage done to any crops, fences and livestock on the said right-of-way.

FIFTH: The Grantee shall, as soon as weather and soil conditions permit, bury and maintain all pipelines so as not to interfere with the drainage or ordinary cultivation of the said lands.

EIGHTH: The person securing this right-of-way for the Grantee has no authority to make any agreement, covenant or promise on its behalf not herein specifically shown and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.

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

TENTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at

335 - Eighth Avenue S.W., CALGARY, Alberta

and to the Grantor at Suite 873, 125 - 9th Avenue S.E., CALGARY, Alberta

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 (7) days after the mailing thereof, postage prepaid.

ELEVENTH: This easement may be assigned in whole or in part as to all or any portion of the rights, licenses, liberties, privileges and/or easements hereby granted and transferred.

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

IN WITNESS WHEREOF I (We) have hereunto subscribed my (our) name(s) this 21st day of January, A.D. 1973.

SIGNED by the said
Sharon Wilson
in the presence of

MARATHON REALTY COMPANY LIMITED

ATTORNEY GRANTOR

DIRECTOR

BP EXPLORATION CANADA LIMITED

Witness

Memorandum of Encumbrances

CANADA
PROVINCE OF ALBERTA

TO WIT:

AFFIDAVIT OF EXECUTION

I, SHARON WILSON of the City of Calgary,
in the Province of Alberta, Technical Assistant,
MAKE OATH AND SAY:

1. THAT I was personally present and did see
J. MICHAEL WORSNOP, Attorney for Marathon Realty Company Limited
named in the within instrument, who is personally known to me to
be the duly appointed Attorney for Marathon Realty Company
Limited named therein, duly sign and execute the same for the
purposes named therein.

2. THAT the same was executed at the City of Calgary,
in the Province of Alberta, and that I am the subscribing witness
thereto.

3. THAT I know the said J. MICHAEL WORSNOP and he is,
in my belief, of the full age of twenty-one years.

SWORN BEFORE ME at the City of
Calgary, in the Province of
Alberta, this 21st day of

January, 1975.

Sharon Wilson

[Signature]
A COMMISSIONER FOR OATHS in and for
the Province of Alberta.

CONSENT OF OCCUPANT

BRUCE HILKER of Chauvin
Province of Alberta, being entitled to occupy all that certain
tract of land and premises situate, lying and being in the
Province of Alberta as more particularly described as follows:
of Section 27-42-2 W4M, containing One Hundred and Fifty Nine (159)
acres more or less
in consideration of the sum of Two Hundred Dollars----- (\$200.00
(receipt of which is hereby acknowledged, DO HEREBY GIVE my consent to

BP Exploration Canada Limited
insofar as I have the right so to do, the right, liberty, privilege
and licence to enter upon and use the said lands for the following
purpose: Pipe line Easement

IN WITNESS WHEREOF I have hereunto set my hand and seal this
6th day of November A. D. 1974

SIGNED, SEALED AND DELIVERED)
in the presence of:)
[Signature])

[Signature]
Bruce Hilker

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Alexander G. Hobbs of Calgary
in the Province of Alberta Landman, MAKE OATH AND SAY:

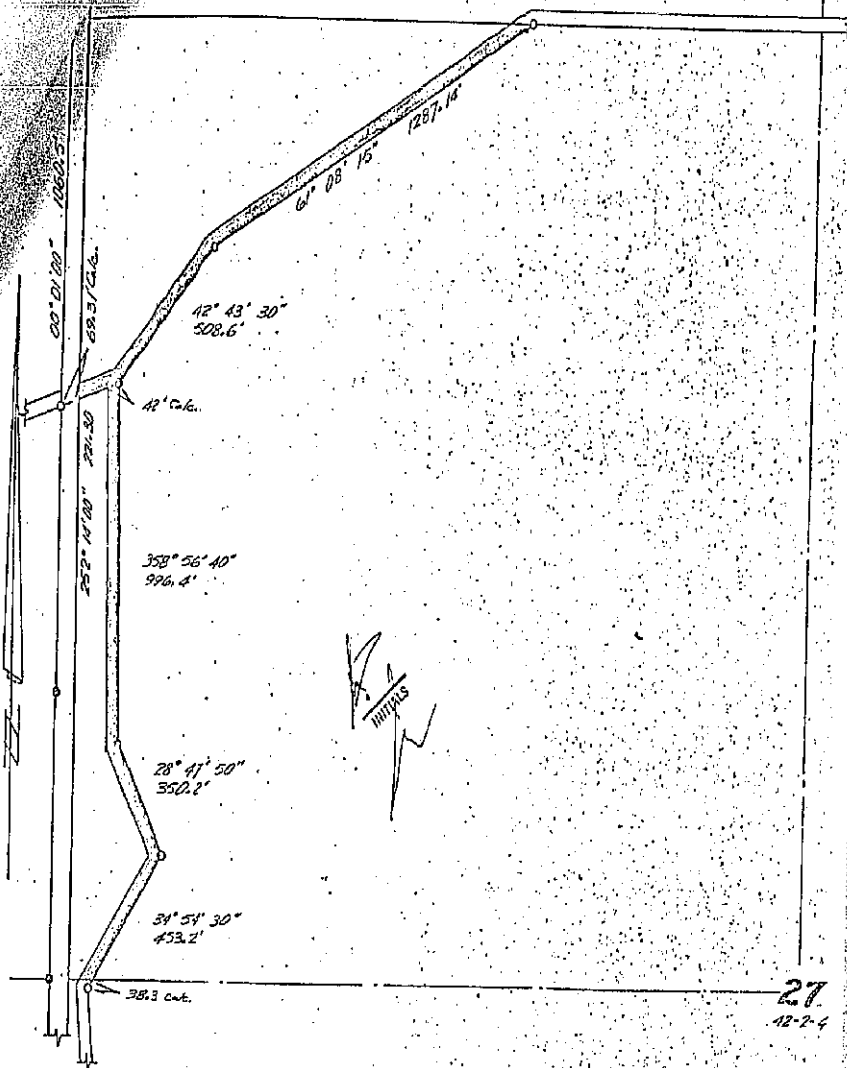
1. THAT I was personally present and did see: Bruce Hilker
named in the within completed consent
instrument, who is (xxx) personally known to me to be the person(s)
named therein, duly sign, seal and execute the same for the purposes
named therein.
2. THAT the same was executed at Chauvin in the
Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Bruce Hilker and
he (xxx) is (xxx), in my belief, of the full age of
twenty-one years..

SWORN before me at City of Calgary)
in the Province of Alberta, this)
8th day of November)
A. D. 1974)

[Signature]
Alexander G. Hobbs

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

PROPERTY OWNER'S PLAN



27
12-2-4

B.P. EXPLORATION CANADA LIMITED

GAS PIPELINE RIGHT-OF-WAY

THROUGH

N.W. 1/4 SEC. 27 - T.P. 42 - R. 2 - W. 4 H. MER.

WIDTH OF RIGHT-OF-WAY: 40' FT. AREA REQ'D: 3.36 AC.

AREA REQUIRED IS SHOWN IN GREEN

SCALE: 1" = 300'

OWNER

MARATHON REALTY CO. LTD.

168-Z-269

TITLE NUMBER

CERTIFIED CORRECT THIS
29th DAY OF OCT. 1974

Ch. Wier

ALBERTA LAND SURVEYOR

STEWART AND STEWART PATRICKSON HENKENS
REGISTERED ENGINEERS & SURVEYORS
LONDON ONT. CANADA

ERS 120 A 078 JOB NO. 74-4080 SURVEY PLAN

C A V E A T

TO: THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT
TAKE NOTICE that:

BP EXPLORATION CANADA LIMITED, a body corporate, with an office at 335-8th Avenue S.W., in the City of Calgary, Province of Alberta,

claims an interest under and by virtue of an easement dated the 21st day of January, 1975, whereby MARATHON REALTY COMPANY LIMITED, as the grantor, did lease unto BP EXPLORATION CANADA LIMITED, a body corporate, having an office at the City of Calgary, in the Province of Alberta, as the grantee, an easement in respect of the lands outlined in red on the plan annexed to the easement, a copy of which easement is annexed hereto and marked as Exhibit "A", for the purpose and subject to the terms and conditions thereof in:

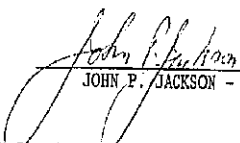
The North West Quarter (NW¹/₄) of Section Twenty-Seven (27), Township Forty-Two (42), Range Two (2), West of the Fourth (W4M) Meridian, containing One Hundred and Fifty-Nine (159) acres more or less. Excepting thereout One and Fourteen Hundredths (1.14) acres more or less for road as shown on Plan 606 E.T. The land hereby described containing One Hundred and Fifty Seven and Eighty Six Hundredths (157.86) acres more or less. Reserving thereout all mines and minerals (which without restricting the generality thereof, shall be deemed to include all gas and petroleum) together with full power to work the same as set forth in Transfer 509 U.N. ✓

being lands described in Certificate of Title 168-2-269 ✓ of Record in the Land Titles Office of the North Alberta Land Registration District at
Edmonton, Alberta, in the name of MARATHON REALTY COMPANY LIMITED; and
it 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.

IT APPOINTS the Legal Department; BP EXPLORATION CANADA LIMITED, 335 -
8th Avenue S.W., Calgary, Alberta, as the place at which notices and
proceedings relating hereto may be served.

DATED this 7th day of May 19 75

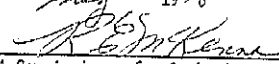
By Its Agent:

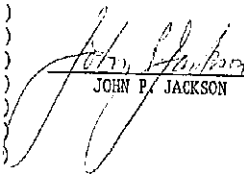

JOHN P. JACKSON - Agent

CANADA)
PROVINCE OF ALBERTA) I, JOHN P. JACKSON, of the City of Calgary,
in the Province of Alberta, Land Manager,

MAKE OATH AND SAY:

1. THAT I am the Agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say 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 7 day of)
May 19 75)

A Commissioner for Oaths in and)
for the Province of Alberta)


JOHN P. JACKSON

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002234566

ORDER NUMBER: 48200951

ADVISORY

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CAVEAT FORBIDDING REGISTRATION
Form 26, Section 130

To the Registrar of the North Alberta Land Registration District

Take notice that **TALISMAN ENERGY INC.** of Calgary, in the Province of Alberta,

Claim an interest under and by virtue of an Alberta Right-of-Way Agreement dated June 7, 2000 made between **HOWARD EDGAR BRUCE HILKER** of Chauvin, in the Province of Alberta, as Grantor, and the Caveator as Grantee, reproduction and all other rights and interest under and by virtue of the said agreement;
RIGHT-OF-WAY area = 2.99

In the lands described as follows:

NW 1/4 27-42-2 W4 M

As more particularly described in the Certificate of Title No. 882 128 868, as recorded in the North Alberta Land Registration District;

Standing in the register in the name of **HOWARD EDGAR BRUCE HILKER**

And **TALISMAN ENERGY INC.** forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the Certificate of Title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served
TALISMAN ENERGY INC., 3400, 888 - 3 Avenue SW, Calgary, Alberta T2P 5C5.

IN WITNESS WHEREOF I have hereunto subscribed my name this 28 day of July, 2000.

TALISMAN ENERGY INC

PER:

WARREN McILWAIN (Agent)

AFFIDAVIT IN SUPPORT OF CAVEAT
Form 27, Section 131


CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, **WARREN McILWAIN**, of Lloydminster,
in the Province of Alberta, Landman

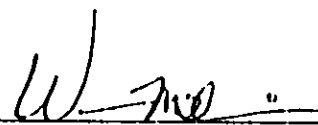
MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Agent for the above-named Caveator.
2. I believe that the Caveator has a good and valid claim on the 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 with it.

SWORN before me at the City of Lloydminster)
In the Province of Alberta,)
This 08 day of July, 2000)



A COMMISSIONER FOR OATHS
In and for the Province of Alberta
KARYN L. CARLSON
My Commission Expires
January 26, 2002



WARREN McILWAIN

DATED _____ day of _____, 2000

RE:

TALISMAN ENERGY INC.

NW ¼ 27-42-2 W4 M

CAVEAT FORBIDDING REGISTRATION

[Handwritten signature]

002234566
CAVE - CAVRAT
DOC 3 OF 7
LINC/S:
RRR#: 7432824
ADR/CMILLER
REGISTERED 2000 08 16

Renton Land Services (1983) Ltd.

Box 392

204, 5101 - 48 Street

Lloydminster, AB S9V 0Y4

Phone: (780) 875-6112

727444

Our File No: 003783

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002325244

ORDER NUMBER: 48200951

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CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT TALISMAN ENERGY INC., a body corporate having its head office at the City of Calgary, in the Province of Alberta, claims leasehold estate or interest in and to the unfermentioned lands by virtue of a certain Surface Lease covering less than 20 acres for a surface lease and access road dated October 2nd, 2000, between:

HOWARD EDGAR BRUCE HILKER
Box 611
Provost, Alberta T0B 3S0

and the Caveator. The lands affected by the said Agreement are situated in the Province of Alberta and are described as follows:

MERIDIAN 4 RANGE 1 TOWNSHIP 42
SECTION 27
QUARTER NORTH WEST
CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN 8821108 - ROAD CONTAINING 0.417 HECTARES (1.03 ACRES)
MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
being the lands described in Certificate of Title No. 882 128 868

Standing in the register in the name of: **HOWARD EDGAR BRUCE HILKER**

and it forbids the registration of any person as Transferee or owner of, or of an 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.

IT APPOINTS SUITE 3400, 888-3RD ST. S.W. CALGARY, AB. T2P 5C5, as the place at which notices and proceedings relating hereto may be served.

DATED this 27 Day of October, A.D. 2000.


Greg Fischer
As Agent For: **TALISMAN ENERGY INC.**

Per: 
Greg Fischer


CANADA)
PROVINCE OF ALBERTA)
TO WIT:)
I, **Greg Fischer**, of the District of Irma
in the Province of Alberta, *Landman*,
MAKE OATH AND SAY:

1. THAT I am agent for the above named Caveator.
2. THAT I BELIEVE THAT THE SAID Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN BEFORE ME at the District)
of Irma, in the Province of Alberta,)
this 27th day of October, A.D. 2000.)

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JOANNE F. SPENCER
Commissioner for Oaths
in & for the Province of Alberta
My Commission Expires: Aug 24, 2002


Greg Fischer

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CAVE - CAVEAT
DOC 1 OF 1 DR#: 6599367 ADR/RBORLE
LINC/S: 0023806756