LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0021 408 067	5;5;26;32;NW	251 091 999 +2

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 5 TOWNSHIP 26
SECTION 32
QUARTER NORTH WEST
AS SHOWN ON A PLAN DATED 28 APRIL 1891
CONTAINING 66.0 HECTARES (162.95 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 971 315 280 +2

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 091 999	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS ELAINE MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
8799KD .	21/11/1968	CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS

111006394)
(DATA UPDATED BY: CHANGE OF ADDRESS 121017697)
(DATA UPDATED BY: TRANSFER OF CAVEAT 171286164)

751 092 433 27/08/1975 CAVEAT
CAVEATOR - COCHRANE LAKE GAS CO-OP LTD.

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 11:40 A.M.

ORDER NUMBER: 58183668

CUSTOMER FILE NUMBER: CLHBID

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).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

8799KD .

ORDER NUMBER: 58184606

ADVISORY

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REGN. FEE	5	—
EXTRA REF. CERT.		
EXTRA NEW TITLE		
ABSTRACT		
GEN. CERT.		
CERT. OF CHG.		
ASSCE. FUND		
NEW VALUE		
OLD VALUE		
TOTAL FEES	5	

CLERK BB D.B. BW

CHARGE TO Canadian Fina Oil Ltd

8799 K.D.

1-3

LAND TITLES OFFICE
NOV 26 1968
CALGARY

1274230

In Ump. 127. H. 230.

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District this 26th day of November in the Province of Alberta, at 11 o'clock A.M., on the 21 day of Nov A.D., 1968 as number 8799 Book KD Folio 242

Registrar

SALRD

ALBERTA

A F F I D A V I T

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, George Ghica OF THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA, 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 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 19 DAY OF November
A.D. 1968.

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA.

FILE: 2200.572

EASEMENT
ALBERTA

C A V E A T

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT,
CALGARY, ALBERTA.

TAKE NOTICE that CANADIAN FINA OIL LIMITED, (a Body Corporate) of the CITY of CALGARY, in the PROVINCE OF ALBERTA, claims an interest under and by virtue of a PIPELINE EASEMENT dated the 16th day of July A.D. 19 68, executed by:

VIRGINIA ANN McDOUGALL of COCHRANE, in the PROVINCE of ALBERTA, entitled to become registered owner by virtue of an AGREEMENT FOR SALE dated November 15, 1965,

(the Grantor)

- and -

CANADIAN FINA OIL LIMITED (Aforesaid)
(the Grantee)

WHEREBY for the CONSIDERATION and subject to the TERMS, COVENANTS and AGREEMENTS therein set forth and contained, the said VIRGINIA ANN McDOUGALL did GRANT and TRANSFER unto the said CANADIAN FINA OIL LIMITED the right, license, liberty, privilege and easement to use that portion of the hereinafter described lands, being a right-of-way 50 feet in width and containing 2.65 acres more or less for the laying down, construction, operation, maintenance, inspection, removal, replacement reconstruction and repair of pipe 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, natural and artificial gas, water, and any and all products or by-products thereof, through or by means of the same, together with the right of ingress, egress and regress for all purposes incidental to the grant in:

THE NORTH WEST QUARTER ($NW\frac{1}{4}$) OF SECTION THIRTY-TWO (32) IN TOWNSHIP TWENTY-SIX (26), RANGE FIVE (5) WEST OF THE FIFTH (5TH) MERIDIAN IN THE PROVINCE OF ALBERTA, AS SHOWN ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 28 APRIL 1891, CONTAINING 162.95 ACRES MORE OR LESS, RESERVING UNTO HER MAJESTY ALL MINES AND MINERALS,

BEING the lands described, set forth and contained in Certificate of Title No. 127 H 230 and standing in the register in the name of HENRI MENIOLLE DE CIZANCOURT and it forgids the registration of any person as transferee or owner of or any instrument affecting the said estate or interest unless such Instrument or Certificate of Title, as the case may be, be expressed subject to its claim.

IT APPOINTS CANADIAN FINA OIL LIMITED, Ninth Floor, 736 - Eighth Avenue South West, Calgary 2, in the Province of Alberta as the place at which notice of proceedings relating hereto may be served.

DATED this 19th day of November A.D. 19 68.

CANADIAN FINA OIL LIMITED

Its Agent

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

751092433

ORDER NUMBER: 58184606

ADVISORY

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75-1 092433

AUG 27 '75

RURAL GAS CAVEAT

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary.

Registrar
SALRD

20 — 22

Area 3 Tap 3

dmd

1173-9575

UTILITY RIGHT OF WAY

(LAND TITLES ACT C. 198, R.S.A. 1970, Section 71)

COCHRANE LAKE Gas Co-op Limited

(hereinafter referred to as "The Association") COCHRANE, ALBERTA

WHEREAS the Association proposes to furnish gas service to its members in the Association's franchise area, by means of a natural gas pipeline, or pipelines and related facilities called herein the "distribution system";

AND WHEREAS for the purpose of constructing and maintaining the distribution system on the land of the undersigned, being

ALL THAT PORTION OF THE NW ¼ OF SECTION 32-26-5-5 AS DESCRIBED IN C. OF T. 127-H-230.

RESERVING THEREOUT ALL MINES AND MINERALS.

NOW THEREFORE in consideration of the sum of One Dollar ($1.00) paid to me, the receipt of which is hereby acknowledged, I

ROBERT HALL MC DOUGALL Caucet.

hereby grant to the Association a utility right of way for locating, erecting, maintaining and removing its distribution system including the right to carry out the necessary trimming and cutting of trees and brush, on and over such part of the said lands as may be necessary from time to time. Extensions, continuations or branches of the distribution system will, where possible, and with due consideration for costs, be located according to the grantor's wishes. The utility right of way is hereby granted for as long a period as the Association, its successors and assigns, desires and continues to maintain and operate the distribution system across the said lands.

The Association shall pay to the Grantor(s) reasonable compensation for damages to growing crops, fences and livestock occurring as a result of the aforementioned operations, and as soon as weather and soil conditions permit, the Association will, insofar as it is practical to do so, restore the said lands to their condition prior to the Association's entry thereon.

IN WITNESS WHEREOF I, the above-named undersigned, have hereunto set my hand and seal this 4 day of April, 19 75.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

D. J. Edge
WITNESS

Robert H. McDougall
SIGNATURE OF GRANTOR(S)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Donald John Edge (Name in Full)
of the Town (Residence) of Cochrane
in the Province of Alberta, Canada.
(Occupation)
make oath and say:

1. That I was personally present and did see Robert Hall McDougall

(Is or are) named in the within instrument, is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the ~~Village~~ Town of Cochrane in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Robert Hall McDougall

(He, she or each) and he is in my belief of the full age of eighteen years.

Sworn before me at Cochrane
in the Province of Alberta
this 17 day of June A.D. 1975

D. J. Edge
(Witness sign here)

A Commissioner for Oaths in and for the Province of Alberta

Nota Bene — All affidavits sworn outside the Province must be sworn before a Notary Public who must affix his seal.

~~day of~~ August
A.D. 19 75.

Signature of Agent

A COMMISSIONER FOR OATHS in and for the
Province of Alberta

FORM 33

(SECTION 136)

CAVEAT FORBIDDING REGISTRATION

TO: The Registrar of the SOUTH Land Registration District

Take notice that the COCHRANE LAKE Gas Co-op Limited claims an interest by virtue of an Easement executed June 17th, 1975 in the following lands: ALL THAT PORTION OF THE NW ¼ OF SECTION 32-26-5-5 AS DESCRIBED IN C. OF T. 127-H-230.

RESERVING THEREOUT ALL MINES AND MINERALS.

standing in the register in the name of HENRI MENIOLLE DE CIZANCOURT

and I forbid 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 the claim of the COCHRANE LAKE Gas Co-op Limited.

I appoint Box 99 Cochrane, Alta. as the place at which notices and proceedings relating hereto may be served.

Dated this 15 th day of August, 19 75.

Doug Henderson

Signature of Agent for the Cochrane Lake Gas Co-op Limited

(R.S.A. 1955, C. 170, Schedule Form 33, Alberta Regulation 376/59)

FORM 134

(SECTION 137)

AFFIDAVIT IN SUPPORT OF CAVEAT

I Doug Henderson, Agent for the Cochrane Lake Gas Co-op Limited make oath and say as follows:

1. I am the Agent for the above named Caveator.

2. I believe that the 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.

SWORN BEFORE ME at Cochrane)
In the Province of Alberta, this)
15 th day of August,)
A.D. 19 75.)

Doug Henderson

Signature of Agent

A COMMISSIONER FOR OATHS in and for the Province of Alberta

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0028 386 217	5;5;27;8;NW	251 091 999
0030 955 281	5;5;27;8;SW	

LEGAL DESCRIPTION

FIRST
MERIDIAN 5 RANGE 5 TOWNSHIP 27
SECTION 8
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND
MERIDIAN 5 RANGE 5 TOWNSHIP 27
SECTION 8
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
ROAD	7711298	2.46	6.07	
ROAD	0510860	0.011	0.027	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 051 073 785

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 091 999	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE

(CONTINUED)

ALBERTA T0K 2C0
EXECUTOR FOR DORIS ELAINE MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
971 213 000	23/07/1997	CAVEAT RE : RIGHT OF ENTRY ORDER CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 111006394) (DATA UPDATED BY: CHANGE OF ADDRESS 111336008) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285648)
001 046 789	18/02/2000	UTILITY RIGHT OF WAY GRANTEE - COCHRANE LAKE GAS CO-OP LTD.
001 053 285	28/02/2000	UTILITY RIGHT OF WAY GRANTEE - CANLIN ENERGY CORPORATION. AFFECTED LAND: 5;5;27;8;NW (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 111006365) (DATA UPDATED BY: CHANGE OF ADDRESS 111312995) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 171279384)
001 286 564	06/10/2000	CAVEAT RE : SURFACE LEASE UNDER 20 ACRES CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101333445) (DATA UPDATED BY: CHANGE OF ADDRESS 111321100) (DATA UPDATED BY: TRANSFER OF CAVEAT 171283124)

TOTAL INSTRUMENTS: 004

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID

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).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

971213000

ORDER NUMBER: 58461769

ADVISORY

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Exhibit "A"

File No. RE 11854 Order No. 482/69

THE RIGHT OF ENTRY ARBITRATION ACT

Before:

The Board of Arbitration

: IN THE MATTER OF certain lands within
: the South West Quarter of Section 8,
: Township 27, Range 5, West of the 5th
: Meridian, in the Province of Alberta.

B E T W E E N:

CANADIAN FINA OIL LIMITED,

Applicant,

- and -

HENRI MENIOLLE DE CIZANCOURT
and
ROBERT HALL McDOUGALL,

Respondents.

ORDER NO. 482/69

ORDER GRANTING RIGHT OF ENTRY

1. Upon the application of Canadian Fina Oil Limited, dated the 21st day of April, 1969, the Applicant is hereby granted, with respect to the interest of the Respondent Henri Meniolle De Cizancourt, and the interest of the Respondent Robert Hall McDougall, the right to enter upon, use and take the surface of the land shown outlined in red on the plan attached hereto for a well site and roadway for the Applicant's operations for or incidental to the drilling for and production of petroleum and natural gas, and for the erection of tanks, stations and structures thereon in connection with the said operations.

2. It is a condition of this order that the Respondent Robert Hall McDougall shall have the right to use the land shown outlined in red on the said plan

(i) for gaining access to the parts of the farm severed thereby, and for that purpose the Applicant shall provide such crossings as the said Respondent may reasonably require, and

(ii) for the grazing of livestock, and for that purpose the Applicant shall construct and maintain such fences and other works as the said Respondent may reasonably require to ensure the safety and prevent the straying of livestock,

.....2

MICROFILMED
1970

subject to the Applicant's right to fence its tanks, stations and structures thereon.

Dated at the City of Edmonton in the Province of Alberta this 6th day of May, 1969.

BOARD OF ARBITRATION

THE RIGHT OF ENTRY ARBITRATION ACT

(SIGNED) W. F. COAD

MEMBER

Certified true copy

(Acting Secretary to Board)

MICROFILMED
JUL 1 1970

WELL LOCATION
FINA UNIT WCATH 4-8-27-5
L.S. 4, SEC. 8, TP. 27, R. 5, W5TH M.
For CANADIAN FINA OIL LIMITED
By W.A. Wolley-Dod, A.L.S., 1969.
Scale: 1 inch = 400 feet.

I, W.A. Wolley-Dod, Alberta Land Surveyor, do hereby certify that the survey represented by this plan was made under my personal supervision, that this survey was completed on the 26th day of March A.D. 1969, and that the survey and plan are correct to the best of my knowledge.

W.A. Wolley-Dod A.L.S.

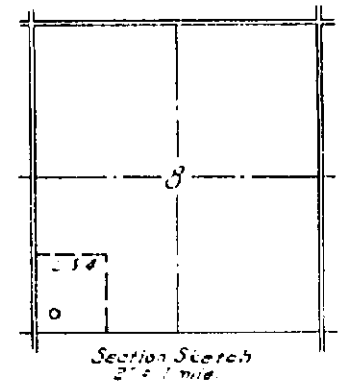
Witness: J.D. Crawford

NOTE:
Iron bars 12" x 1/8" established are shown thus: ◊

CO-ORDINATES:
North of South Boundary of Section 8 = 330.0 feet
East of West Boundary of Section 8 = 331.65 feet.

Area in Site = 3.67 acres.
" " Road = 0.20 "
Total = 3.87 acres.

ELEVATION DATUM:
Geodetic B.M. No 1370-J
N bdy Sec 20-26-5
Elevation = 4073.792



Canadian Fina Oil Limited,
I.M. Swanson Plng

Wolley-Dod & MacCrimmon Surveys Ltd.
1609-14 Street S.W., Calgary, Alta.
Phone: 244-5524.

This is the plan referred to in the order of this Board numbered 482/69 and dated the 6th day of August, A.D. 1969.
Board of Arbitration
The Right of Entry Arbitration Act
(SIGNED) W. P. COAD
Member

Certified true copy
(Acting Secretary to Board)

8
TP. 27, R. 5 W5

L.S. 5 | L.S. 6
L.S. 4 | L.S. 3

ELEVATION
4440.7

NOTE:
Well is offset 330.0' South and 331.6' West of the centre, cor centre of L.S. 4

330.0
331.65
400

File:18730

CAVEAT FORBIDDING REGISTRATION
LAND TITLES ACT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **PETRO-CANADA**, a body corporate, registered to carry on business in the Province of Alberta, having an office at the City of Calgary, in the Province of Alberta, claims an estate of interest in and to the undermentioned lands under and by virtue of an **Order Granting Right of Entry** dated the 6th day of **May, 1969** between:

Henri Meniolle de Cizancourt and
Robert Hall McDougall

and

PETRO-CANADA

a copy of which instrument is attached hereto marked Exhibit "A" and by this reference incorporated herein; which said undermentioned lands are situated in the Province of Alberta and described as follows:

FIRST MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 8 QUARTER NORTH WEST EXCEPTING THEREOUT:

PLAN	NUMBER	ACRES MORE OR LESS
ROADWAY	3875JK	5.46

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

SECOND MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 8 QUARTER SOUTH WEST EXCEPTING THEREOUT:

PLAN	NUMBER	ACRES MORE OR LESS
ROADWAY	3875JK	0.60
ROADWAY	7711298	6.07

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

as more particularly described in Certificate of Title Number **12711228** standing in the registered name of **Henri Meniolle De Cizancourt**

PETRO-CANADA forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate or interest, unless such instrument or certificate of title be expressed to be subject to its claim and appoints: Petro-Canada, Box 2844, Calgary, Alberta, T2P 3E3, Attention: Surface Rights Department, as the place at which notices and proceedings relating hereto may be served.

DATED this **18th** day of **June**, of **1997**

PETRO-CANADA

Susan J. Gole

By Its Agent, **SUSAN J. GOLE**

LAND TITLES ACT
(Section 131)
AFFIDAVIT IN SUPPORT OF CAVEAT

I, Susan J. Gole, MAKE OATH AND SAY (or SOLEMNLY DECLARE) AS FOLLOWS:

1. I am the within caveator (or agent for the caveator).

2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 Calgary in the Province of Alberta this 18th day of June, 1997.

Susan J. Gole
SUSAN J. GOLE

Gail Dawn Dietz
A commissioner for oaths in and for the Province of Alberta. My commission expires: November 27, 1997

971213000 REGISTERED 1997 07 23
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 5285327 ADR/MADAMS
LINC/S: 0021404455 0021404462

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

001286564

ORDER NUMBER: 58461769

ADVISORY

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CAVEAT FORBIDDING REGISTRATION

LAND TITLES ACT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

TO THE REGISTRAR OF THE **SOUTH** ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **PETRO-CANADA, as a general Partner of Petro-Canada Oil and Gas**, a body corporate, registered to carry on business in the Province of Alberta, having an office at the City of Calgary, in the Province of Alberta, claims an estate of interest in and to the undermentioned lands under and by virtue of a(n) **ALBERTA SURFACE LEASE** dated the 21ST day of **JULY, 1999** for a wellsite and access road) containing 3.37 hectares (8.32 acres), between:

DORIS ELAINE MCDOUGALL

and

PETRO-CANADA, as a general Partner of Petro-Canada Oil and Gas

which said undermentioned lands are situated in the Province of Alberta and described as follows:

NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 8, TOWNSHIP 27, RANGE 5, WEST OF THE FIFTH MERIDIAN. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME.

as more particularly described in Certificate of Title Number **971 315 280** standing in the registered name(s) of **DORIS ELAINE MCDOUGALL.**

PETRO-CANADA, as a general Partner of Petro-Canada Oil and Gas, forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate or interest, unless such instrument or certificate of title be expressed to be subject to its claim and appoints: Petro-Canada, as a general Partner of Petro-Canada Oil and Gas, Box 2844, Calgary, Alberta, T2P 3E3, Attention: Surface Rights Department, as the place at which notices and proceedings relating hereto may be served.

DATED this 26th day of September, 2000.

PETRO-CANADA, as a general Partner of Petro-Canada Oil and Gas

By its Agent **HEIDI CLARK**

FORM 27

LAND TITLES ACT
(Section 131)

AFFIDAVIT IN SUPPORT OF CAVEAT

I, **HEIDI CLARK**, MAKE OATH AND SAY (or SOLEMNLY DECLARE) AS FOLLOWS:

1. I am the within caveator (or agent for the caveator).

2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 Calgary in the)
Province of Alberta this)
26th day of Sept ,2000.)

A Commissioner of Oaths in and
for the Province of Alberta

KELLY L. CRAIG
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires June 17, 2003

HEIDI CLARK

001286564 REGISTERED 2000 10 06
CAVE - CAVEAT
DOC 2 OF 2 DRR#: 6359191 ADR/DBURTOWA
LINC/S: 0028386217 0028386225

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0021 404 835	5;5;27;5;SW	251 091 999 +1

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 5 TOWNSHIP 27
SECTION 5
QUARTER SOUTH WEST
AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889
CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 971 315 280 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 091 999	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS ELAINE MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
6982IW .	12/05/1964	UTILITY RIGHT OF WAY GRANTEE - CUSTOM RIGGERS (1988) LTD. 242316 64 STREET WEST FOOTHILLS ALBERTA T1S0R8

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AS TO PORTION OR PLAN:2396JK "9.59 ACRES. DATA UPDATED BY: TRANSFER OF UTRW NO. 901033413" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091330809) (DATA UPDATED BY: CHANGE OF ADDRESS 171199853)
8185JE .	23/04/1965	CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 "DATA UPDATED BY: TRANSFER OF CAVE NO. 881060763" (DATA UPDATED BY: TRANSFER OF CAVEAT 101361840) (DATA UPDATED BY: TRANSFER OF CAVEAT 171286160)
831 178 798	28/09/1983	CAVEAT RE : SEE CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101361882) (DATA UPDATED BY: CHANGE OF ADDRESS 111322759) (DATA UPDATED BY: TRANSFER OF CAVEAT 171284862)
961 055 552	15/03/1996	CAVEAT RE : SURFACE LEASE CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101334694) (DATA UPDATED BY: CHANGE OF ADDRESS 121000504) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285571)
971 194 167	07/07/1997	CAVEAT RE : EASEMENT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		111006394) (DATA UPDATED BY: CHANGE OF ADDRESS 121000885) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285646)
051 067 704	25/02/2005	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC. AS TO PORTION OR PLAN:0413358 TAKES PRIORITY DATE OF CAVEAT 011356449 REGISTERED ON 29 NOVEMBER 2001
091 218 146	28/07/2009	CAVEAT RE : LEASE INTEREST CAVEATOR - TM MOBILE INC. TELUS MOBILITY 1600 CONSILIUM PL, SUITE 1600 SCARBOROUGH ONTARIO M1H3J3
231 205 747	06/07/2023	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 AGENT - LOGAN MURIAS
231 252 920	23/08/2023	CAVEAT RE : LEASE INTEREST UNDER 20 ACRES CAVEATOR - TM MOBILE INC. TELUS 25 YORK STREET TORONTO ONTARIO M5J2V5

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

(CONTINUED)

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).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

8185JE .

ORDER NUMBER: 58463052

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

REGN. FEE	5	—
EXTRA REF. CERT.		
EXTRA NEW TITLE		
ABSTRACT	2	—
GEN. CERT.		
CERT. OF CHG.		
ASSOC. FUND		
NEW VALUE		
OLD VALUE		
TOTAL FEES		

CLERK HM DB

CHARGE TO Canadian Fina Oil Limited

2-704-41

8185 J.E.

DATE: April 19, 1965

SW¼ 5-27-5 W2

In Dup 127.H.229

Our File 2-704-41

LAND TITLES OFFICE

127H229 CAL E A APR 22 1965

CANADIAN FINA OIL LIMITED
Eighth Floor,
736 Eighth Avenue S. W.,
CALGARY ALBERTA

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary in the Province of Alberta, at 3:25 o'clock P.M., on the 23 day of April A.D., 1965 as number 8185 Book JE Folio 145

W. Murray Registrar

5A169

ALBERTA

C A V E A T

TO the Registrar of the SOUTH Alberta Land Registration District,
CALGARY, Alberta.

TAKE NOTICE that CANADIAN FINA OIL LIMITED, a body corporate, having its head office at Eighth Floor, 736 Eighth Avenue S. W., Calgary, in the Province of Alberta, claims an interest under and by virtue of a Surface Lease in writing dated the 6th day of April, A.D. 1962.

BETWEEN:

HENRI MENIOLLE de CIZANCOURT of the City of Calgary, in the Province of Alberta, Manager, entitled to become owner by virtue of an Agreement dated October 1, 1956 with MARIE ELIZABETH MENIOLLE de CIZANCOURT, Purchaser under an Agreement for Sale dated May 28, 1956, from FRANCES N. DELBEKE, the registered owner.

(the Lessor)

- and -

THE BRITISH AMERICAN OIL COMPANY LIMITED, a body corporate, having an office at the City of Calgary, in the Province of Alberta.

(the Lessee)

WHEREBY for the CONSIDERATION and subject to the TERMS therein set forth and contained, the Lessor did lease the said lands to The British American Oil Company Limited, as Lessee, for the space of twenty (20) years from the 6th day of April, A.D. 1962, and thereafter for not more than three (3) successive ten (10) year terms so long as drilling or production operations are continued thereon or until the tenancy shall be sooner terminated as provided in said Lease, for use by the Lessee in mining, operating for, and producing oil, gas, casinghead gas, casinghead gasoline and other hydrocarbons and other purposes incidental thereto as set forth in said Lease, which said Lease was consented to by FRANCES N. DELBEKE by a Consent in writing dated the 6th day of April, A.D. 1962, and by MARIE ELIZABETH MENIOLLE de CIZANCOURT by a Consent in writing dated the 6th day of April, A.D. 1962, the said lands being:

SOUTH WEST QUARTER (SW$\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP TWENTY-SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH (5th) MERIDIAN, IN THE PROVINCE OF ALBERTA AS SHOWN ON A TOWNSHIP PLAN APPROVED AT OTTAWA THE 6th day of NOVEMBER, A.D. 1889, CONTAINING 165.05 ACRES MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS WITH FULL POWER TO WORK THE SAME AND FOR THE PURPOSE TO ENTER UPON, USE AND OCCUPY THE SAID LAND OR SO MUCH THEREOF AND TO SUCH EXTENT AS MAY BE NECESSARY FOR THE EFFECTUAL WORKING OF THE SAID MINES AND MINERALS.

By an Assignment dated the 19th day of February, A.D. 1965, The British American Oil Company Limited, assigned and transferred all its right, title, and interest in the said lease to Canadian Fina Oil Limited.

BEING the lands described, set forth and contained in Certificate of Title No. 127 H 229 standing in the register in the name of HENRI MENIOLLE de CIZANCOURT, and it forbids the registration of any person as transferee or owner of any

...2

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.

The Caveator appoints: Canadian Fina Oil Limited,
Eighth Floor,
736 Eighth Avenue S. W.,
Calgary, Alberta

as the place at which notices and proceedings relating thereto may be served.

DATED this 19th day of April, A.D. 1965.

CANADIAN FINA OIL LIMITED

Per: J. W. Waddell
Its Agent

ALBERTA

A F F I D A V I T

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, JOHN ARTHUR WADDELL, of the City of Calgary, in the Province of Alberta, 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 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 19th day of April, A.D. 1965.

J. Waddell

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

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

831178798

ORDER NUMBER: 58463052

ADVISORY

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CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, Stan P. Sawatske, of the City of Calgary, in the Province of Alberta, Landman, MAKE OATH AND SAY AS FOLLOWS:

1. I am the agent for the above named Caveator.

2. I believe that the said 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.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 23 day of September, 1983.

Stan P. Sawatske Landman

A Commissioner for Oaths in and for the Province of Alberta

BETTY YUEN
My Appointment
expires January 10, 1985

CAVEAT 831 178798

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District of Calgary at 9 in the Province of Alberta

Sep 28

.....Registrar
A.L.R.D.

C.A.P.L.-1974

ALBERTA SURFACE LEASE

This Indenture of Lease made the _____ day of _____ A.D. 19__

BETWEEN: Robert Hall McDougall

of _____, in the Province of Alberta, _____
(hereinafter called "the Lessor")

- and -

PETRO-CANADA ENTERPRISES INC.

(hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or entitled to become the registered owner under an agreement for sale or unregistered transfer or otherwise) of an estate in fee simple, subject, however, to the exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

The South West Quarter of Section Five (5), Township Twenty-seven (27) Range Five (5) West of the Fifth Meridian as shown on Township Plan approved at Ottawa 6 November 1889 containing 165.05 acres more or less,

Excepting Thereout All Mines and Minerals and the right to work the same.

(hereinafter referred to as "the said lands"); and

WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

NOW THEREFORE THIS INDENTURE WITNESSETH:

THE LESSOR, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of TWENTY FOUR HUNDRED (2400 00) dollars, (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

(i) rental SIXTEEN (1600 00) (dollars)

(ii) compensation for severence, inconvenience, and damage to the demised premises EIGHT HUNDRED (800 00) (dollars)

(b) for each subsequent year the sum of SIXTEEN (1600 00) (dollars) payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. **Taxes Paid by Lessor:**

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. **Quiet Enjoyment:**

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and Lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. **Renewal:**

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinafter provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

4. **Fencing:**

During the continuance of this Lease, to erect and put upon the boundaries of the sites and roadways constructed or placed by the Lessee on the demised premises a good substantial fence if so requested by the Lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof to close all gates

5. **Taxes Payable by Lessee:**

To 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 Lessee, in, on, over or under the said lands.

6. **Compensation for Damages:**

To pay compensation for damage done by its servants, agents or assigns which without restricting the generality thereof shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

7. **Review of Rental:**

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration legislation in force.

8. **Surrender:**

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. **Reduction of Acreage:**

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. **Removal of Equipment:**

The Lessee may at all times during the continuance of this lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. **Discharge of Encumbrances:**

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of any tax, charge, lien 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, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. **Assignment by Lessee:**

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests obtained by or conferred upon the Lessee hereunder, and may enter into all agreements, contracts, and writings and do all necessary acts and things to give effect to the provisions of this clause.

13. **Default:**

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of rental unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same, within thirty (30) days of the receipt of such notice.

14. **Notices:**

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee Seven (7) days after the mailing thereof, postage prepaid.

15. **Addresses:**

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee Box 935 Cochrane, Alta. T0L 0W0

Lessor P. O. Box 2370, Station "M", Calgary, Alberta T2P 2M6

These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

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

SIGNED, SEALED AND DELIVERED
By the above named Lessor in
the presence of:

Diane Auvigne

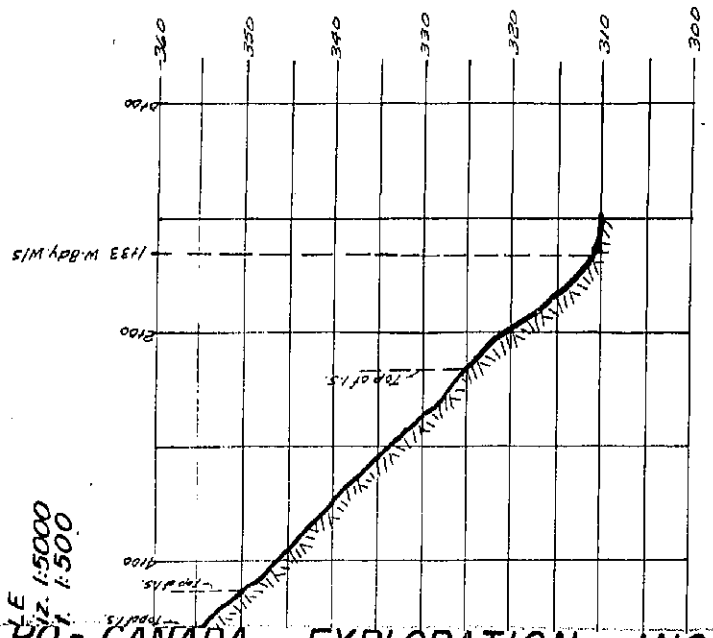
Diane Auvigne
A Commissioner for Oaths in and
for the Province of Alberta.
My Appointment Expires
January 25th, 1985

ROBERT HALL McDOGALL

PETRO-CANADA ENTERPRISES INC.

BY ITS ATTORNEY ANDREW H. HYSLOP

Witness As To Signature
Of Andrew H. Hyslop



HOR. 1:5000
VERT. 1:500

PETRO-CANADA EXPLORATION INC.

Access Road and Borrow Pit

S.W.1/4 Sec. 5 Tp. 27 Rge. 5 W.5 M.

I certify that the survey represented by this plan is correct to the best of my knowledge and was completed on the 27th day of November A.D.,1982.

Roy J. Williams
Alberta Land Surveyor

Linda Beaulieu
Witness

MIDWEST SURVEYS & SERVICES LTD.
Revised: Nov.30, 1982. HW

PETRO-CANADA EXPLORATION INC.

Diane Auvigne

AREAS:

Access Road 1.568 ha. (3.87 ac.)
Borrow Pit 0.045 ha. (0.11 ac.)
Total 1.613 ha. (3.98 ac.)

SCALE- 1:5000
Survey monuments found shown thus: ●
Survey monuments planted shown thus: ○
Portions referred to outlined
Distances are in metres and decimals

MIDWEST SURVEYS

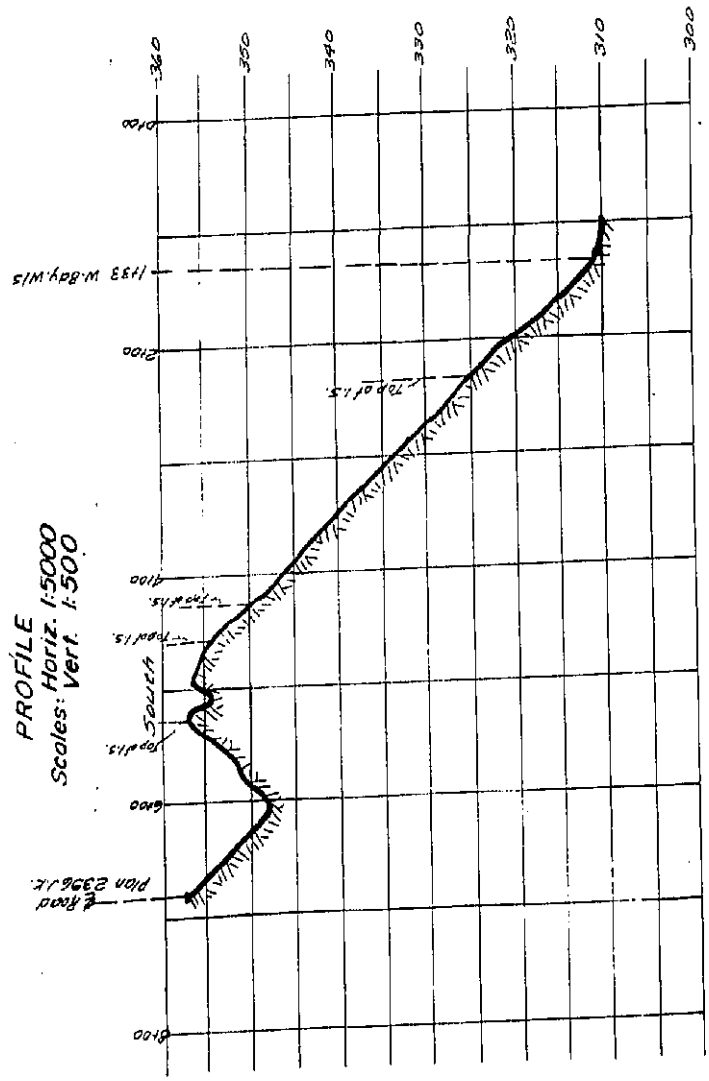
C·603·82·1

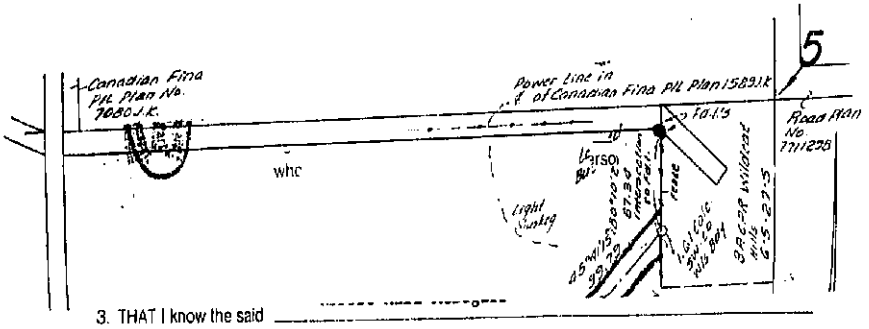
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 1st
day of DECEMBER A.D. 19 82

Diane Auvigne

A Commissioner for Oaths, a Notary Public
in and for the Province of ALBERTA
A Commissioner for Oaths
in and for the Province of Alberta



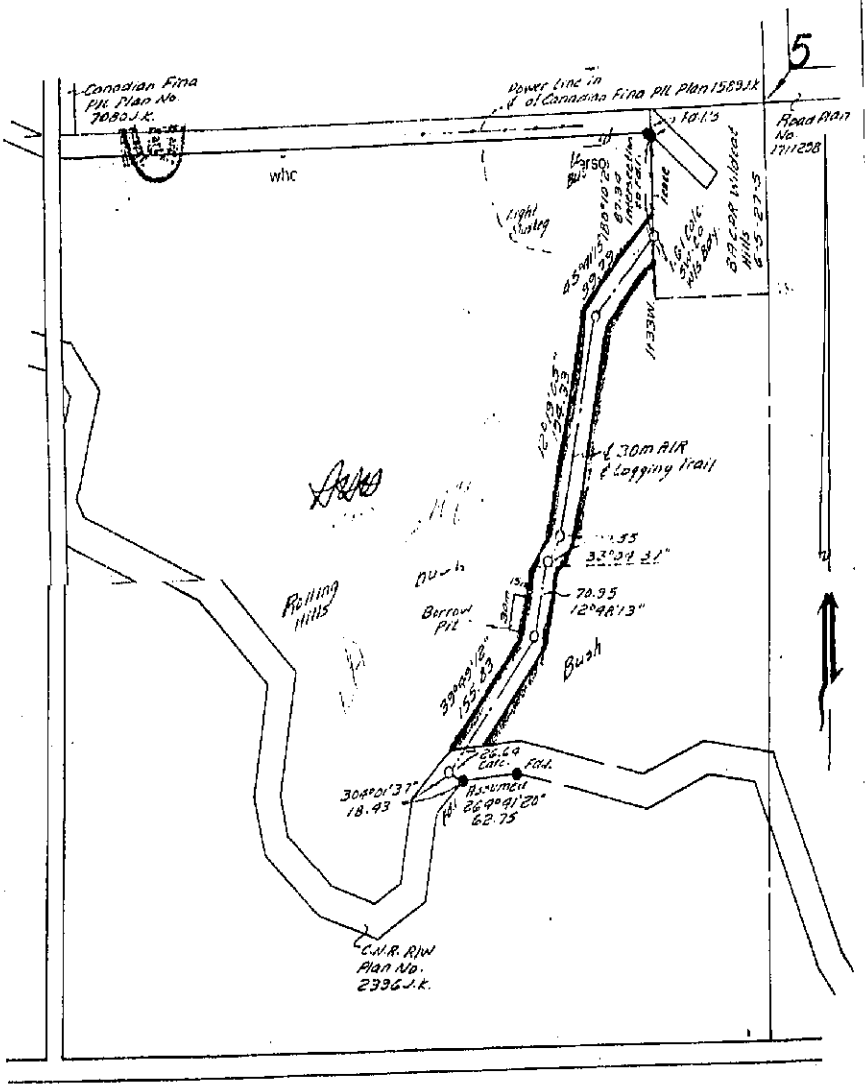


3. THAT I know the said _____
and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 15
day of DECEMBER A.D. 19 82

Diane Auvigne

A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta
A Commissioner for Oaths
in and for the Province of Alberta



PETRO-CANADA EXPLORATION INC.

Access Road and Borrow Pit

S.W.1/4 Sec. 5 Tp. 27 Rge. 5 W.5 M.

I certify that the survey represented by this plan is correct to the best of my knowledge and was completed on the 27th day of November A.D., 1982.

Alberta Land Surveyor

Witness

MIDWEST SURVEYS & SERVICES LTD.

Revised: Nov. 30, 1982. HM

PETRO-CANADA EXPLORATION INC.

AREAS:

Access Road 1.568 ha. (3.87 ac.)
Borrow Pit 0.045 ha. (0.11 ac.)
Total 1.613 ha. (3.98 ac.)

SCALE- 1:5000
Survey monuments found shown thus: ●
Survey monuments planted shown thus: ○
Portions referred to outlined
Distances are in metres and decimals

MIDWEST SURVEYS

C·603·82·1

DOWER CONSENT OF SPOUSE

I, _____ being married to the within 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, 1970, to the extent necessary to give effect to the said disposition.

_____

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband/his wife.
2. _____ acknowledged to me that she/he:
   (a) Is aware of the nature of the disposition;
   (b) Is aware that The Dower Act, 1970, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   (c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, 1970, to the extent necessary to give effect to the said disposition.
   (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

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

_____
A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta.

CANADA
PROVINCE OF ALBERTA
TO WIT:

DOWER AFFIDAVIT

I, ROBERT HALL McDOUGALL of CochRANE in the Province of Alberta, RANCHER (occupation), make oath and say:

THAT I am the Lessor named in the within instrument.
THAT I am not married.

OR

~~THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.~~

SWORN before me at Cochrane
in the Province of Alberta, this _____
day of December A.D. 19 82

Robert Hall McDougall

A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta

Diane Auvigne
A Commissioner for Oaths in and
for the Province of Alberta.
My Appointment Expires
February 25th, 1985

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

I, Diane Auvigne of Calgary
in the Province of Alberta Landman, make oath and say:

1. THAT I was personally present and did see Robert Hall McDougall named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Robert Hall McDougall and he (or she) is, in my belief, of the full age of eighteen years.

SWORN before me at CALGARY
in the Province of Alberta, this 1st
day of DECEMBER A.D. 19 82

Diane Auvigne

A Commissioner for Oaths, a Notary Public
in and for the Province of ALBERTA
A Commissioner for Oaths
in and for the Province of Alberta

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (we) _____

of _____ in the Province of _____ having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____ A.D. 19____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

_____

_____ _____

Witness

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____ named in the within instrument, who is (are) 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 _____, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said _____ and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

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

_____
A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta.

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

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

1. THAT I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein duly sign, seal and execute the same for the purposes named therein.

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

3. THAT I know the said _____ and he (or she) is, in my belief, of the full age of eighteen years.

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

_____
A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta.

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

C A N A D A)
PROVINCE OF ALBERTA)
TO WIT:

I, Rita Matheson, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see ANDREW H. HYSLOP, Attorney for Petro-Canada Enterprises Inc. named in the within Instrument, who is personally known to me to be the Attorney for Petro-Canada Enterprises Inc. named therein, duly sign, seal and execute for the purpose 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 ANDREW H. HYSLOP and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary in the Province of)
Alberta, this 21 day of September)
1983.)

Rita Matheson
Rita Matheson

A Commissioner for Oaths in and
for the Province of Alberta
RONALD N. ROBART

My Appointment expires 23 day of
May, A. D. 1986.

and proceedings relating hereto may be served.

DATED THIS 23rd DAY OF September, A.D. 1983.

PETRO-CANADA INC.

by
Stan P. Sawatske Landman

Our File No. 18108

CAVEAT FORBIDDING REGISTRATION

"THE LAND TITLES ACT"

C A N A D A)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

TO: THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that PETRO-CANADA INC., a body corporate, registered to carry on business in the province of Alberta, having an office at the City of Calgary, in the province of Alberta, claims an estate or interest in and to the under mentioned lands under and by virtue of a certain instrument dated the 1st day of December A.D. 1982 between:

Robert Hall McDogall

and Petro-Canada Enterprises Inc. (now known as Petro-Canada Inc.)

a copy of which instrument is attached hereto marked Exhibit "A" (3.98 ac 1.613 ha Access Road & Borrow Pit) and by this reference incorporated herein; which said undermentioned lands are situated in the Province of Alberta and described as follows:

The South West Quarter of Section Five (5) in Township Twenty Seven (27) Range Five (5) West of the Fifth Meridian as shown on the Township Plan Approved at Ottawa 6th November 1889, containing One Hundred and Sixty Five and Five Hundredths (165.05) Acres more or less.

Excepting thereout all mines and minerals and the right to work the same.

as more particularly described in Certificate of Title Number 127 H 229 standing in the register in the name of Henri Meniolle De Cizancourt and PETRO-CANADA INC. forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless such instrument or Certificate of Title be expressed to be subject to its claim and appoint Box 2844, Calgary, Alberta, T2P 3E3, as the place at which notices and proceedings relating hereto may be served.

DATED THIS 23rd DAY OF September, A.D. 1983.

PETRO-CANADA INC.

by

Stan P. Sawatske Landman

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

961055552

ORDER NUMBER: 58463052

ADVISORY

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File: 29217

CAVEAT FORBIDDING REGISTRATION
LAND TITLES ACT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that PETRO-CANADA, a body corporate, registered to carry on business in the Province of Alberta, having an office at the City of Calgary, in the Province of Alberta, claims an estate of interest in and to the undermentioned lands under and by virtue of an **ALBERTA SURFACE LEASE** dated the 3rd day of FEBRUARY, 1996, between:

ROBERT HALL MCDOUGALL

and

PETRO-CANADA

a copy of which instrument is attached hereto marked Exhibit "A" and by this reference incorporated herein; which said undermentioned lands are situated in the Province of Alberta and described as follows:

THE SOUTH WEST QUARTER OF SECTION FIVE (5), TOWNSHIP TWENTY SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH MERIDIAN AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER, 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

as more particularly described in Certificate of Title Number 127H229 standing in the registered names of Henri Meniolle de Cizancourt.

PETRO-CANADA forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate or interest, unless such instrument or certificate of title be expressed to be subject to its claim and appoints: Petro-Canada, Box 2844, Calgary, Alberta, T2P 3E3, Attention: Surface Rights Department, as the place at which notices and proceedings relating hereto may be served.

DATED this 11th day of MARCH, 1996.

PETRO-CANADA

A Cassell
By Its Agent

FORM 27
LAND TITLES ACT
(Section 131)
AFFIDAVIT IN SUPPORT OF CAVEAT

I, AILEEN CASSELL, MAKE OATH AND SAY (or SOLEMNLY DECLARE) AS FOLLOWS:

1. I am the within caveator (or agent for the caveator).

2. I believe that I have (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 Calgary in the Province of Alberta this 11th day of MARCH, 1996.)

A Cassell

A Commissioner for Oaths in and for the Province of Alberta

CHRISTINE DOMBROSKI
My Appointment expires August 28, 19 96

C.A.P.L. - 1974 File: 29217

ALBERTA SURFACE LEASE

This Indenture of Lease made the 8 day of February, 1996.

BETWEEN:

ROBERT HALL MCDOUGALL,
of Cochrane, in the Province of Alberta,
(hereinafter called "the Lessor")

- and -

PETRO-CANADA, a body corporate,
having an office in the City of Calgary,
in the Province of Alberta
(hereinafter called "the Lessee")

WHEREAS the Lessor is the registered owner (or entitled to become the registered owner under an agreement for sale or unregistered transfer or otherwise) of an estate in fee simple, subject, however, to the exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel or tract of land situate, lying and being in the Province of Alberta and described as follows:

THE SOUTH WEST QUARTER OF SECTION FIVE (5), TOWNSHIP TWENTY SEVEN (27), RANGE FIVE (5), WEST OF THE FIFTH MERIDIAN AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER, 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

as more particularly described in Certificate of Title No. 127H229.
(hereinafter referred to as "the said lands"); and

WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth:

NOW THEREFORE THIS INDENTURE WITNESSETH:

THE LESSOR, at the rental hereinafter set forth, HEREBY LEASES to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan hereto attached (hereinafter called "the demised premises"), to be held by the Lessee as tenant for the term of Twenty-five (25) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

YIELDING AND PAYING UNTO THE LESSOR:

(a) for the first year the sum of FIFTEEN THOUSAND AND FORTY ($15,040.00) dollars. (the receipt of which sum is hereby acknowledged), which sum includes compensation in full for rental, severance, inconvenience, and damage done to the demised premises as follows:

(i) rental ONE THOUSAND NINE HUNDRED NINETY ($1,990.00) dollars;

(ii) compensation for severance, inconvenience, and damage to the demised premises THIRTEEN THOUSAND AND FIFTY ($13,050.00) dollars;

(b) for each subsequent year the sum of ONE THOUSAND NINE HUNDRED NINETY ($1,990.00) dollars;

payable annually in advance of the anniversary of the date hereof in each year during the currency hereof.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. **Taxes Paid by Lessor:**

That the Lessor will promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease save where such are to be paid by the Lessee.

2. **Quiet Enjoyment:**

That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to grant and lease the said lands, rights and privileges in manner aforesaid, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the demised premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

3. **Renewal:**

That if the Lessee be not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of Twenty-five (25) years hereinbefore mentioned then this Lease shall be renewed automatically and the term extended for a further period of Twenty-five (25) years at an annual rental calculated from time to time as hereinafter provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof including this provision for renewal.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

4. **Fencing:**

During the continuance of this Lease, to erect and put upon the boundaries of the sites and roadways constructed or placed by the Lessee on the demised premises a good substantial fence if so requested by the lessor, or if required by the Lessee, and to replace all fences which the Lessee may have removed for its purposes and repair all fences which it may have damaged, and if and when so required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

5. **Taxes Payable by Lessee:**

To 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 Lessee, in, on, over or under the said lands.

Payment of initial compensation for this lease is subject to Lessee's obtaining a well licence for this location.

6. **Compensation for Damages:**

To pay compensation for damage done by its servants, agents or assigns which, without restricting the generality thereof, shall include growing crops, fences, buildings or other improvements of the Lessor upon the said lands other than the demised premises.

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

7. **Review of Rental:**

Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect to the demised premises shall be subject to review at the end of five years from the date hereof and at the end of each succeeding five year period. Such request shall be in writing and given to the other party at least ninety (90) days prior to the commencement of the period in respect of which the review of rent is sought. In case of any disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the arbitration legislation in force.

8. **Surrender:**

The Lessee shall have the right at any time and from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

9. **Reduction of Acreage:**

Notwithstanding anything in the immediately preceding clause hereof contained, the Lessee may from time to time and at any time surrender any part or portion of the demised premises by giving the Lessor a revised plan of the portion or portions thereof retained, and provided that the rental shall be no less than hereinbefore provided.

10. **Removal of Equipment:**

The Lessee may at all times during the continuance of this Lease remove or cause to be removed from the demised premises all buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the demised premises or in any area to be surrendered.

11. **Discharge of Encumbrances:**

The Lessee may at its option pay or discharge all or part of any balance owing under any Agreement for Sale or Mortgage, or of any tax, charge, lien 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, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse itself by applying on account of repayment of the amount so paid by it the rentals or other sums accruing to the Lessor under the terms of this Lease.

12. **Assignment by Lessee:**

The Lessee may delegate, assign or convey to other persons or corporations, all or any of the powers, rights, and interests obtained by or conferred upon the Lessee hereunder, and may enter into all agreements, contracts, and writings and do all necessary acts and things to give effect to the provisions of this clause.

13. **Default:**

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease, including the payment of rental unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same, within thirty (30) days of the receipt of such notice.

14. **Notices:**

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by, the addressee Seven (7) days after the mailing thereof, postage prepaid.

15. **Addresses:**

Unless changed by written notice the addresses of the parties hereto shall be:

Lessee: **P.O. Box 2844, Calgary, Alberta., T2P 3E3, Attention: Surface Land**

Lessor: **Box 928, Cochrane, Alberta T0L 0W0**

These presents and everything herein contained shall inure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

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

SIGNED, SEALED AND DELIVERED
By the above named Lessor in
the Presence of:

_____

_____
ROBERT HALL MCDOUGALL

PETRO-CANADA

_____

_____
By Its Attorney SUSAN CRUSE

AFFIDAVIT OF ATTESTATION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Ameeta Cordell, of the City of Calgary, in the Province of Alberta, Land Agent, MAKE OATH AND SAY:

1. THAT I was personally present and did see Susan D. Cruse, Attorney for Petro-Canada named in the within Instrument, who is personally known to me to be the Attorney of Petro-Canada, named therein, duly sign and execute the same for the purpose 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 same Susan D. Cruse, and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 16th day of FEBRUARY, 1996) A Cordell

Susan Rayer

A Commissioner for Oaths in
and for the Province of Alberta

SUSAN RAYER
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires January 29, 1998

DOWER CONSENT OF SPOUSE

I, _____ 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, 1970, to the extent necessary to give effect to the said disposition.

_____

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____, apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he):
   - (a) is aware of the nature of the disposition;
   - (b) is aware that the Dower Act, 1970, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   - (c) consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, 1970, to the extent necessary to give effect to the said disposition; and
   - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____, in the Province of Alberta, this _____ day of _____, 19____.

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

DOWER AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Robert Hall McDougall, of Cochrane, in the Province of Alberta, Rancher, MAKE OATH AND SAY THAT:

1. I am the Lessor named in the within instrument.
2. ~~I am not married.~~

OR

2. Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME)
at Cochrane)
in the Province of Alberta, this 8)
day of February, 19 96.)
)
)
Susan Cruse)

A Commissioner for Oaths, a Notary Public
in and for the Province of Alberta

Robert Hall McDougall

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Susan Cruse, of the City of Calgary, in the Province of Alberta, Land Agent, MAKE OATH AND SAY THAT:

1. I was personally present and did see Robert Hall McDougall named in the within instrument, who is personally known to me to be the persons named therein duly sign, seal and execute the same for the purposes named therein.
2. The same was executed near Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said Robert Hall McDougall and he is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME)
at the City of Calgary,)
in the Province of Alberta, this 26)
day of February, 19 96.)
)
)
Janet Harren)

Commissioner for Oaths in and for the
Province of Alberta

JANET HARREN
A Commissioner for Oaths
within the Province of Alberta
Expiry Date Dec 24 1996

Susan Cruse

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

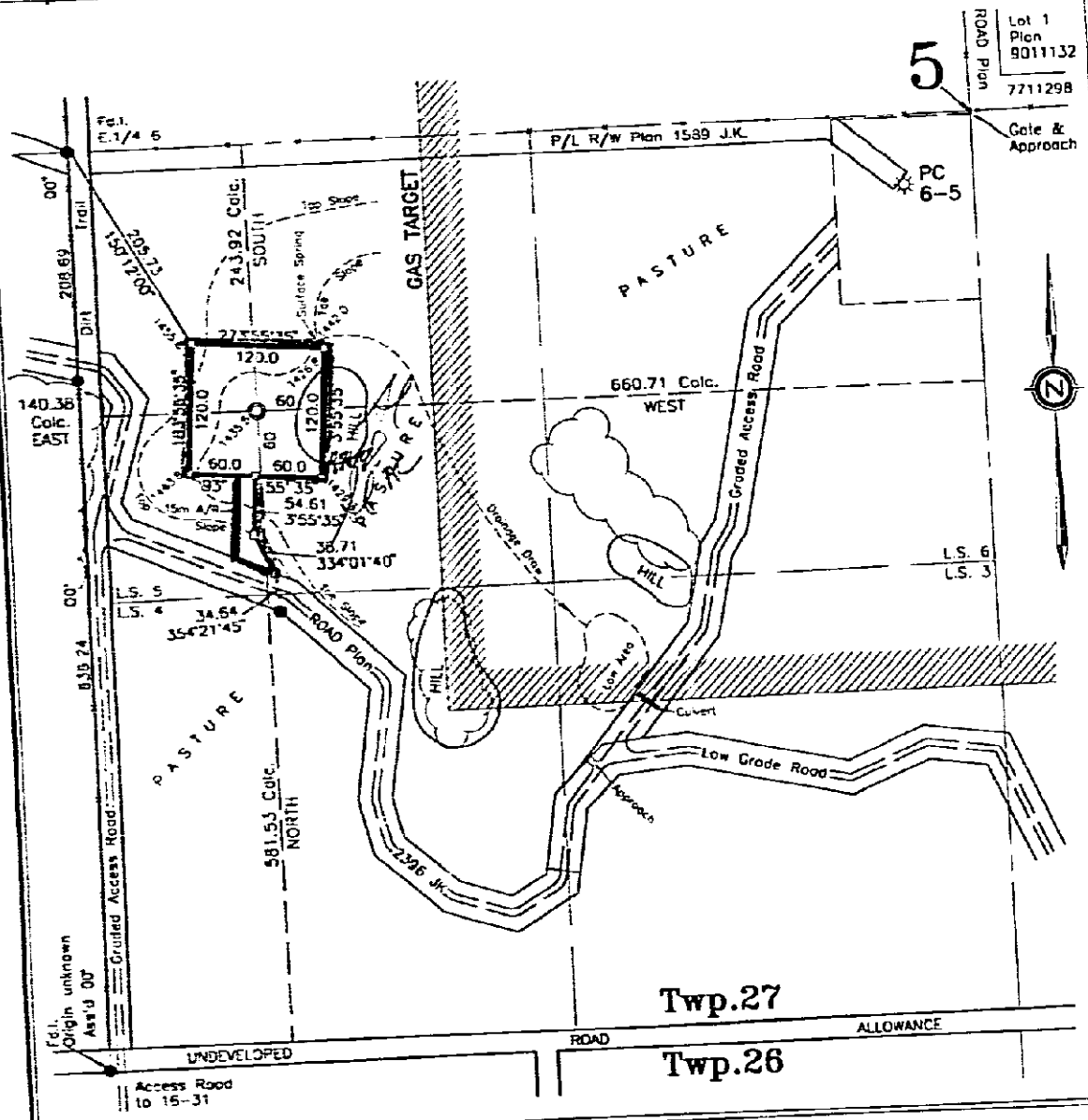
I, (We) _____
of _____ in the Province of _____ having an interest in the within lands by virtue of an Agreement of Instrument dated the _____ day of _____ A.D. 19_____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

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

_____

_____ _____

Witness



Plan showing survey of Well Site

PC WILDCAT HILLS 5-5-27-5

within

S.W.1/4 Sec.5, Twp.27, Rge.5, W.5M.

100 50 0 100 200 300 400 500 Metres

Scale: 1:5,000

WELL to nearest RESIDENCE is: 0.8km EAST
WELL to nearest URBAN CENTRE is: not within 5.0km
WELL to nearest AIRPORT is: not within 5.0km
No surface improvements within 200m of well other than indicated.
Well is a minimum of 100m from any significant body of water.
Well is a minimum 40m from any surveyed road.
The well is outside any potential coal development area.
Survey marks found shown thus: ● Portions refered to shown thus: —
Survey marks planted shown thus: O (20 cm. iron spikes)
Survey marks planted shown thus: □ (wooden hubs)
Distances are in metres.

SURFACE CO-ORDINATES:

581.53 m NORTH of SOUTH Bdy. } Sec. 5
140.38 m EAST of WEST Bdy. }

Latitude: 51°16'33.98" Longitude: 114°40'41.26"

ELEVATION: 1435.5 = Ground @ Well
N.E. Cor.= 1426.8 S.E. Cor.= 1429.3
N.W. Cor.= 1455.8 S.W. Cor.= 1443.8
DATUM: ASCM # 213124 in 31-26-5-5

AREA:		HECTARES	ACRES
	Well Site	1.440	3.56
	Access Road	0.145	0.36
	TOTAL	1.585	3.92

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 3rd day of February, 1996

A.L.S. _____
Member of THE ALBERTA LAND SURVEYORS ASSOCIATION

Witness _____

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P187
GEOTREK LAND SURVEY LTD.

GeoTrek LAND SURVEY LTD
2912 Dowwood Dr. S.W. Calgary, 238-4002

FILE \0-17888.dwg REVISED:

OPERATOR: PETRO-CANADA

PETRO-CANADA

961055552 REGISTERED 1996 03 15
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 6359438 ADR/DPREPON
LINC/S: 0021404835

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

091218146

ORDER NUMBER: 58463052

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July 28/09
OK BL

CAVEAT
LAND TITLES ACT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **TM MOBILE INC.** claims an interest pursuant to a Access Agreement (the "Lease Agreement") in writing dated the 30th of January, 2004, between **DORIS ELAINE McDOUGALL** as Lessor and **TM MOBILE INC.,** as Lessee, for a term of FIVE (5) years commencing on the 1st day of May, 2009 on the terms and conditions set out in the Lease Agreement, under which the Lessor granted and leased the Lessee the right to access and use the hereinafter described lands for the purpose of the ingress and egress to a telecommunications site , more particularly described in the Lease Agreement on the lands described as follows:

MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 5 QUARTER SOUTH WEST

AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

lease

standing in the register in the name of **DORIS ELAINE McDOUGALL** And the Caveator forbids the registration of any person(s) as transferee or owner of, or of any instruments affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to the Caveator's claim.

We designate the following address as the place at which notices and proceedings relating hereto may be served:

TELUS Mobility
1600 Consilium Place Suite 1600
SCARBOROUGH, Ontario
M1H 3J3

DATED at the City of Toronto, in the Province of Ontario, this 8th day of July. 2009,

TM MOBILE INC.

Kevin Hickman

KEVIN HICKMAN
Agent for the Caveator

AFFIDAVIT IN SUPPORT OF CAVEAT

I, KEVIN HICKMAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

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

2. I believe that the said 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 therewith.

SWORN before me at the City of Toronto , in the Province of Ontario, this 8th day of July 2009

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ONTARIO

KEVIN HICKMAN

Gregory D.R. Porter
Barrister and Solicitor
Notary Public
200 Consilium Place Suite 1600
SCARBOROUGH, ONTARIO
M1H 3J3

091218146

091218146 REGISTERED 2009 07 28
CAVE - CAVEAT
DOC 1 OF 2 DRR#: C054058 ADR/CMACMILL
LINC/S: 0021404835

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

231252920

ORDER NUMBER: 58463052

ADVISORY

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LE20

AB1126 Access

CAVEAT
LAND TITLES ACT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that **TM Mobile Inc.**, a body corporate having an office in the Province of Alberta claims interest pursuant to a Access Agreement under 20 Acres (the "Agreement") in writing dated the 23rd of February , 2023, between **DORIS McDOUGALL as** Grantor and **TM Mobile Inc.**, as (TELUS) , for a term of **FIVE (5) YEARS** commencing on the 1ST day of May , 2024 with the right to renew for THREE (3) additional terms of FIVE (5) years on the terms and conditions set out in the Access Agreement, under which the Grantor granted the right to access and use the hereinafter described lands for the purpose of the ingress and egress to a telecommunications site , more particularly described in Schedule "A", of the Agreement on the lands described as follows:

Title: 971 315 280 +1

MERIDIAN 5 RANGE 5 TOWNSHIP 27 SECTION 5 QUARTER SOUTH WEST AS SHOWN ON THE TOWNSHIP PLAN DATED 6TH NOVEMBER 1889 CONTAINING 66.82 HECTARES (165.05 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

standing in the register in the name of **DORIS ELAINE McDOUGALL** And the Caveator forbids the registration of any person(s) as transferee or owner of, or of any instruments affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to the Caveator's claim.

We designate the following address as the place at which notices and proceedings relating hereto may be served:

TELUS
25 York Street TORONTO, Ontario M5J 2V5

DATED at the City of Toronto, in the Province of Ontario, this 3rd day of April 2023,

TM Mobile Inc.

KEVIN HICKMAN
Agent for the Caveator



Caveator seal

AFFIDAVIT IN SUPPORT OF CAVEAT

I, KEVIN HICKMAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

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

2. I believe that the said 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 therewith.

SWORN before me at the City of Toronto, in the Province of Ontario, this 7th day of July 2023

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ONTARIO

Renato Didone
Barrister and Solicitor
Notary Public
25 York Street
TORONTO, ONTARIO
M5J 2V5

KEVIN HICKMAN



231252920 REGISTERED 2023 08 23
CAVE - CAVEAT
DOC 1 OF 5 DRR#: E007KDG ADR/CALSHI
LINC/S: 0021404835

Alberta Forestry and Parks

GRAZING LEASE

DISPOSITION NUMBER: GRL33499

EFFECTIVE DATE: January 01, 2026

EXPIRY DATE: December 31, 2035

TERM: 10 years

PROVINCE OF ALBERTA

This grazing lease, made under the authority of
the *Public Lands Act,* R.S.A. 2000, c. P-40, as amended, and its regulations,
is held by the following Lessee(s):

Holder	Client ID
DORIS ELAINE MCDOUGALL	**8046992-001**

The Lessee(s) may apply for renewal of this grazing lease in accordance with the legislation.

Pursuant to the *Public Lands Act,* R.S.A. 2000, c. P-40 and its regulations, the Director issues to the Lessee this disposition, a grazing lease, which is issued subject to the attached definitions, terms and conditions.

Designated Director under the Act

The public land referenced in this disposition may be subject to other regulatory authorizations. See Crown Land Data (Crownlanddatasupport@gov.ab.ca) for further information.

The *Public Lands Act*, the *Public Lands Administration Regulation* and other regulations applicable to the disposition can be viewed at http://www.qp.alberta.ca/Laws_Online.cfm

Definitions

1 All definitions in the *Public Lands Act*, RSA 2000, c P-40, and regulations apply except where expressly stated in this Disposition.

2 In this Disposition,

"Act" means the *Public Lands Act*, RSA 2000, c. P-40 and its regulations; as amended, or repealed and replaced from time to time;

"Activity" means the Stewardship and use of the Lands for the active grazing of livestock owned by the Lessee and includes the construction, operation, use and reclamation associated with this use;

"Department" means the Department administered by the Minister responsible for this Act;

"Director" means the "director" duly designated under the Act;

"Disposition" means this grazing lease, issued pursuant to the Act, which includes this document in its entirety, including all recitals and appendices;

"Effective Date" means the date referred to as such on the first page of this Disposition;

"Expiry Date" means the date referred to as such on the first page of this Disposition;

"Lands" means that portion of public lands identified in the approved sketch which forms part of this Disposition;

"Lessee" means the person, organization or entity identified as the holder on the first page of this Disposition;

“Province” means His Majesty the King in right of Alberta;

“Stewardship” means the active, adaptive management of the Lands, supported by the appropriate approved infrastructure, grazing disturbance and capacity of the land to ensure effective water, nutrient, and energy cycles driving a functioning rangeland ecosystem.

“Term" means the period of time commencing on the Effective Date and ending on the Expiry Date unless otherwise changed in accordance with the Act, subject to any dates specified in writing by the Department to the Lessee, which dates limit the Term in each calendar year.

Recitals

THIS INDENTURE made

BETWEEN: The Province, as represented here by the Department of Forestry and Parks, by the Director duly designated under the Public Lands Act

AND: the Lessee(s) as identified on the first page of this document.

WHEREAS the lands hereinafter are described are 'Public Lands' within the meaning of the Public Lands Act
and

WHEREAS the lessee has made application for a lease of the lands here by demised and the director has granted such application.

NOW THEREFORE THIS INDENTURE WITNESSETH, THAT In consideration of the rents covenants and agreements hereinafter reserved and contained and on the part of the Lessee to be paid, kept, observed and performed, the Province by these presents doth demise and lease unto the lessee, as tenant all that certain parcel or tract of land situated in the Province of Alberta, and being more particularly described in the attached sketch.

EXCEPTING AND RESERVING unto the Province any and all reservations and exceptions required to be made pursuant to the *Public Lands Act*.

TO HAVE AND TO HOLD the said lands unto the Lessee, subject to the rents, hereby reserved and the agreements, conditions, covenants, exceptions, stipulations and reservations herein contained for the said term.

RENEWABLE for a further term as provided for in the *Public Lands Act*, YIELDING AND PAYING therefore yearly and every year during the said term unto the Province the clear yearly rent of lawful money of Canada as determined in accordance with the *Public Lands Act*, such yearly rent to be paid to the Department at Edmonton, or to such person and at such place as the Department may authorize in writing to receive the same, in advance of the first day of April in each year, the first annual payment to be made on or before the execution and delivery of these presents.

AND the Lessee doth hereby covenant and agree with the Province as follows, namely:

Terms and Conditions

1) That the Lessee will at all times during the subsistence of the term hereby created, perform, observe and comply with all the provisions, obligations and requirements which the Lessee is required to perform, observe and comply with by the *Public Lands Act* or by any act hereafter enacted for the amendment thereof or in substitution therefore by any regulations made under the authority of any such Act as aforesaid and the terms, conditions and provisions of all such Acts and regulations shall be deemed to form part of this lease, which shall be read and construed as if the same had been set out and incorporated herein.

2) That the Lessee shall and will, well and truly yield and pay or cause to be yielded and paid to the Department at Edmonton, or other person duly authorized by the Department in that behalf, the fees, rents, charges, security and other amounts payable as prescribed or calculated in accordance with the Act and any applicable Ministerial Order as amended or replaced from time to time.

3) The Lessee is hereby notified that:

a) The Lessee must pay as they become due and payable any tax, rate, or other assessment that is assessed and charged against the Lessee, including but not limited to property taxes and local improvement charges, with respect to the municipality in which the Lands are located.

b) The Lessee remains liable for amounts charged or accrued in accordance with clause 3(a) including under overholding tenancy, up to the date that this disposition has been cancelled, surrendered, abandoned or terminated.

4) That no waiver on behalf of the Province of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding unless the same be expressed in writing under the authority of the Director, and any waiver so expressed shall not limit or affect the Province's rights with respect to any other or future breach.

5) That this lease shall be so construed as to enure to the benefit of the Lessee as is entitled or permitted to benefit thereunder pursuant to the *Public Lands Act* and to no other persons.

6) The Lessee must only enter, occupy and use the Lands for the Activity.

7) That the Lessee must have prior written approval to conduct any activity not specifically authorized in the terms of the disposition including but not limited to: clearing new fencelines, erecting any structures, or carry out any range improvements or modifications to the land related to this disposition.

8) The Lessee must submit accurate reports of yearly livestock utilization of the land in the approved stock return form.

9) That the Lessee must manage the Lands under disposition in accordance with any approved range improvement, management plan, signed agreement or other written direction by the Department.

10) The Lessee must not mortgage, assign, transfer, or sublet the land contained in the Disposition, in whole or in part, without the written consent of the Director.

11) The Lessee must pay all costs charged by the appropriate service provider or the Department with respect to the supply and consumption of any utility service and the disposal of garbage.

12) The Lessee must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to the Activity.

13) The Lands and any authorized buildings, structures, equipment and improvements erected on the Lands must only be used by the Lessee for the Activity as authorized by this Disposition.

14) The Lessee must not enter, or permit livestock to enter, the designated area of any research or sample plot or any Range Reference Area Site established on the Lands unless authorized in writing in advance by the Department.

15) The Lessee must not affix new fencing to standing trees unless authorized in writing by the Department.

16) The Lessee must not conduct any supplemental feeding (excluding salt and minerals), provide bedding or set up a calving area on the Lands unless:

a) authorized in an approved management plan;
b) authorized in writing in advance by the Department; or
c) necessary for animal welfare in emergency circumstances.

The Lessee must notify the Department in writing within 7 calendar days of any measures taken as a result of (c).

17) The Lessee must not conduct aerial pesticide spraying unless authorized in writing in advance by the Department.

18) That all clay, silt, sand, gravel, topsoil, subsoil, and peat (surface materials) on the said land are expressly excepted from this disposition.

19) That the Province, its employees, agents and contractors shall have the right to enter upon the said lands with departmental approval, without compensation to the Lessee, to explore for surface materials.

20) The Lessee must allow access to persons conducting wildlife or wildlife habitat studies and surveys on behalf of the Province, its agencies, or the federal government or its agencies.

21) The Lessee must:

a) allow persons holding timber authorizations access to the Lands for the purpose of removing timber or other related timber activities; and

b) follow the Operating Standards - Grazing & Timber Integration, as specified in the *Grazing and Timber Integration Manual*, 2011 as amended or replaced.

22) The Lessee is hereby notified that:

a) the Department, or other regulatory bodies, may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;

b) the Province will retain revenue payable to the Province from such additional dispositions; and

c) the Lessee is not entitled to any reduction in its fees, rents, charges or other amounts payable to the Province solely on the basis that additional dispositions relating to the Lands have been issued.

Nothing in this condition is intended to modify compensation or requirement for consent the Lessee may be entitled to under the *Public Lands Act or Surface Rights Act*.

23) The Lessee shall be responsible for damage caused by its Activity, including damage caused by its Activity to improvements or to the Lands where other uses have been authorized. Without first obtaining the prior written consent of the Department, which may be arbitrarily withheld, the Lessee must not:

a) permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or

b) register, cause or allow to be registered, or permit to remain registered, any caveat or encumbrance against the title or non-patent sheet to the Lands.

24) The Department may consider the Lessee to have abandoned this Disposition if:

a) a creditor lawfully seizes any of the Lessee’s property on the Land; or

b) the Lessee is adjudged bankrupt or makes a general assignment for the benefit of creditors.

25) If this Disposition is cancelled, surrendered, or abandoned the Director may cancel any dispositions or authorizations associated with the Disposition.

26) The Lessee indemnifies and holds harmless the Province, the Department, its employees, and agents, against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

a) the Lessee’s breach of this Disposition, or

b) any actions or omissions, negligence, other tortious act, or willful misconduct of the Lessee, or of those for whom the Lessee is legally responsible, in relation to the exercise of the rights, powers, privileges or the performance of obligations under this Disposition.

27) The Lessee is not entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Department, regardless of the cause or reason therefore, on account of:

a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;

b) the relocation of improvements or any loss or damage resulting from flooding or water management activities;

c) the relocation of improvements or any loss or damage resulting from wildfire or wildfire management activities;

d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent or contiguous property; or

e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same must be made with reasonable expedition.

28) The Lessee must at all times during the Term, at its own expense and without limiting the Lessee's liabilities, insure its Activity conducted on the Land as follows:

a) general liability in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury and property damage; and

b) automobile liability on all vehicles owned or licensed in the name of the Lessee and used on or taken onto the Lands or used in carrying out the Activity authorized under this Disposition in an amount not less than $2,000,000.

29) The Lessee must, on the request of the Department, promptly provide the Department evidence of all required insurance in the form of a detailed certificate of insurance acceptable to the Department.

30) The Lessee must have the insurance policy in Condition 28(a) endorsed to provide the Department with at least 30 days advance written notice of cancellation.

31) The Lessee must maintain current contact information with the Department.

32) The Lessee accepts the Lands on an "as is" basis.

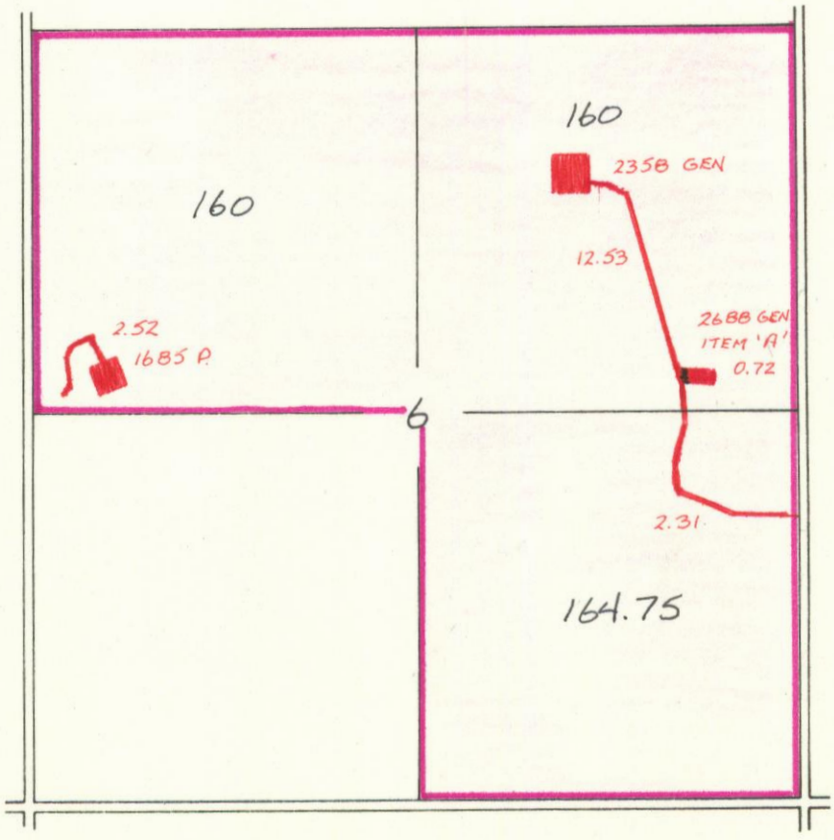
33) The conditions of this Disposition are severable. Should any term or condition of the Disposition be found invalid or not enforceable, the remaining terms of the Disposition remain in full force and effect.

34) The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as is necessary to construct works including but not limited to banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

SKETCH OF SECTION 6

TOWNSHIP No 27 RANGE 5 WEST OF 5 MERIDIAN

SCALE: 20 CHAINS TO AN INCH



RENEWAL AREA = 466.67 ACRES

Plan #: 5866 SK.
Version: 1901-01-01
File: GRL-33499

TECHNICAL SERVICES | SKT | M.F.

DOCUMENTATION SECTION
ALBERTA ENERGY AND NATURAL RESOURCES

GRL 033499

Prepared By J.H. Date 3/12/85

Disposition Number: GRL33499

Contact Information:

Note: The preferred contact is shown in bold typeface

Name:

Phone #1:

Phone #2:

Phone #3:

FAX:

Email:

Leaseholder Conditions as Approved by the Minister:

* Please contact 5 days before accessing lease.
* No motorized vehicles allowed.
* Camping by permission only.

Additional Access Conditions Approved by the Minister:

* As per LSO Order, a total of 3 recreational users will be allowed on the lease on a daily basis.

Regulatory Conditions of Recreational Access:

Under section 9 of the Recreational Access Regulation, recreational users must:

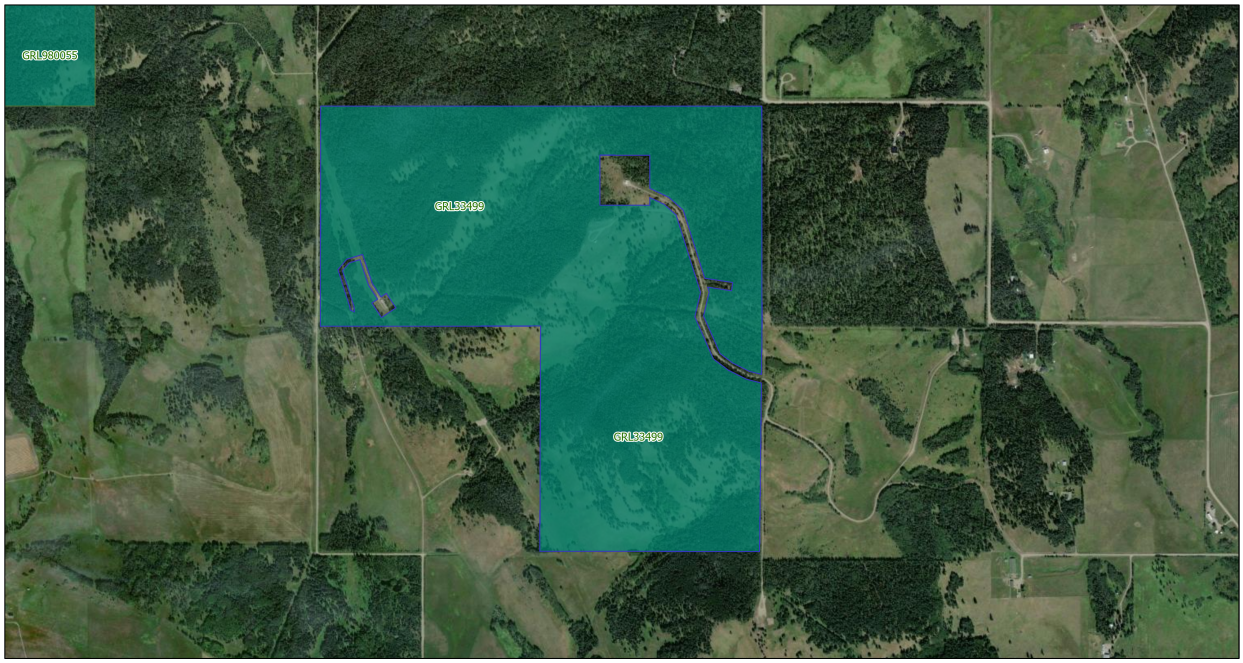
* not litter on the agricultural disposition land
* not bring an animal onto the agricultural disposition land, or allow an animal to enter or remain on the agricultural disposition land unless the animal is under the direct control of the person
* not park a vehicle within the boundaries of the agricultural disposition land or block an approach to the land without the consent of the agricultural disposition holder
* not set, light or maintain a fire on the agricultural disposition land without the consent of the agricultural disposition holder
* not enter or use any building or improvement on the agricultural disposition land without the consent of the agricultural disposition holder
* not cause any damage to the agricultural disposition land or the property of the agricultural disposition holder
* leave gates and other property on the agricultural disposition land in the same condition and state that they were in before the recreational use
* advise the agricultural disposition holder or the agricultural disposition holder's contact person designated under section 4 of any damage to property or other matters of concern that arose as a result of the activity of the recreational user while on the land
* comply with an applicable recreational management plan, if any
* comply with the terms and conditions, if any, imposed by the agricultural disposition holder and approved by the Minister, Local Settlement Officer or Director

Under section 5 of the Recreational Access Regulation:
When requested, recreational users must provide the following information to the lease contact:

* the number of people wishing to access the land, and their names and vehicle license plate number
* the name of a contact person and the means by which they can be contacted; and
* the recreational purpose, proposed date, time and duration of access, and location.

In the event of a dispute, the onus is on the person wishing to gain access to prove that the requirements above have been complied with. It is an offence under the Recreational Access Regulation to access the agricultural public land without following any contact requirements or conditions of access listed above. Violator may be prosecuted. Please note that recreational access conditions and contact information are subject to change. Please ensure that you plan ahead and contact the leaseholder prior to accessing an agricultural lease.

Map Results of Region (high-lighted)



August 25, 2026

1:18,056

0 0.13 0.25 0.5 mi
0 0.23 0.45 0.9 km

Alberta Environment and Parks Alberta Data Partnerships, Earthstar Geographics

Display may contain: Base Map Data provided by the Government of Alberta under the Alberta Open Government Licence. Cadastral and Dispositions Data provided by Alberta Data Partnerships.(c)GeoEye, all rights reserved. Information as depicted is subject to change, therefore the Government of Alberta assumes no responsibility for discrepancies at time of use.
Map Results of Region (high-lighted).
(c)2023 Government of Alberta



This preview image uses the first feature discovered in the 'Recreational Access Grazing Boundary Boundary' layer.

When this feature map definition is used in a report, not all feature maps will look exactly the same as the preview shown.

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0016 440 398	5;5;26;31;NW	251 091 999 +3

LEGAL DESCRIPTION

THE NORTH WEST QUARTER OF SECTION 31
IN TOWNSHIP 26
RANGE 5
WEST OF THE 5 MERIDIAN AS SHOWN ON THE
TOWNSHIP PLAN APPROVED AT OTTAWA 28 APRIL 1891
CONTAINING 65.9 HECTARES (162.80 ACRES)
MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 981 068 463

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 091 999	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS ELAINE MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1429IJ .	25/08/1961	CAVEAT CAVEATOR - WESTERN LEASEHOLDS LTD.

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1661IK .	25/01/1962	CAVEAT CAVEATOR - CANLIN ENERGY CORPORATION. PO BOX 4335 STATION C CALGARY ALBERTA T2T5N2 (DATA UPDATED BY: TRANSFER OF CAVEAT 101334715) (DATA UPDATED BY: CHANGE OF ADDRESS 121043111) (DATA UPDATED BY: TRANSFER OF CAVEAT 171285884)
761 033 625	23/03/1976	CAVEAT CAVEATOR - COCHRANE LAKE GAS CO-OP LTD.
981 136 102	12/05/1998	UTILITY RIGHT OF WAY GRANTEE - CANLIN ENERGY CORPORATION. (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 111006379) (DATA UPDATED BY: CHANGE OF ADDRESS 111329703) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 171274162)
991 125 119	06/05/1999	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 PORTION AS DESCRIBED (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 021201962) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 071355841)
001 243 653	29/08/2000	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 (DATA UPDATED BY: TRANSFER OF CAVEAT 001363741) (DATA UPDATED BY: CHANGE OF NAME 041458380)

TOTAL INSTRUMENTS: 006

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID

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).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

1429IJ .

ORDER NUMBER: 58184682

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

1439 I.J.

DATE: August 23, 1961

NW¼ 31-26-5 W5

CAVEAT

In Dup 58A240
58A240

Western Leaseholds Ltd.,
Eighth Floor,
736 Eighth Avenue S. W.,
CALGARY ALBERTA

I certify that the within ... is duly Entered and Registered in the Land Titles Office for the South Alberta Land ... at ... o'clock ... on the 25 day of August A.D. 1961 as No. 1439 I.J. Follio 40

Registrar

SEAL

C A V E A T

TO: The Registrar of the SOUTH ALBERTA LAND REGISTRATION DISTRICT, CALGARY, ALBERTA.

TAKE NOTICE that WESTERN LEASEHOLDS LTD. (a Body Corporate) of the CITY of CALGARY, in the PROVINCE of ALBERTA, claims an interest under and by virtue of an EASEMENT AND GRANT OF RIGHT-OF-WAY dated the 19th day of June, A. D. 1961 executed by:

ANNIE McKENZIE McDOUGALL as Executrix of the Will of DAVID HARDISTY McDOUGALL and as sole Beneficiary under the Estate of David Hardisty McDougall

(the grantor)

- and -

WESTERN LEASEHOLDS LTD. (Aforesaid)

(the grantee)

WHEREBY for the CONSIDERATION and subject to the TERMS, COVENANTS and AGREEMENTS therein set forth and CONTAINED, the said ANNIE McKENZIE McDOUGALL, did grant and transfer unto WESTERN LEASEHOLDS LTD. the right, license, liberty, privilege and easement to use certain portion of the hereinafter described parcel of land for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of an oil and/or gas pipe line or lines, together with all such stations, structures, valves, fittings, meters, mains, drains and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of oil and/or gas through or by means of the same together with the right of ingress, egress and regress for all purposes incidental to the grant in:

THE NORTH WEST QUARTER ($NW\frac{1}{4}$) OF SECTION THIRTY-ONE (31), IN TOWNSHIP TWENTY-SIX (26), RANGE FIVE (5), WEST OF THE FIFTH (5TH) MERIDIAN, IN THE PROVINCE OF ALBERTA AS SHOWN ON A PLAN OF SURVEY OF SAID TOWNSHIP APPROVED AT OTTAWA APRIL 28, 1891 CONTAINING 162.80 ACRES MORE OR LESS RESERVING UNTO THE CANADIAN PACIFIC RAILWAY COMPANY, ALL MINES AND MINERALS AS SET FORTH IN TRANSFER REGISTERED AS 278 FD

BEING the lands described, set forth and contained in Certificate of Title No. 58 A 240 and standing in the register in the name of David Hardisty McDougall, and it forbids the registration of any person as transferee or owner of or any instrument affecting the said estate or interest unless such Instrument be expressed subject to its claim.

IT APPOINTS WESTERN LEASEHOLDS LTD., 736 - Eighth Avenue S. W., Calgary, in the Province of Alberta, as the place at which notice of proceedings relating hereto may be served.

DATED this 23rd day of August, A. D. 1961.

WESTERN LEASEHOLDS LTD.

(Its Agent)

A F F I D A V I T

C A N A D A)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, JOHN ARTHUR WADDELL, Landman, of the CITY of CALGARY, in the PROVINCE of ALBERTA, 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, this Caveat is not being filed for the purpose of delaying or embarassing any person interested therein or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 23rd day of August, A. D. 1961.

J. A. Waddell

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

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

1661IK .

ORDER NUMBER: 58184682

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

1661 I.K.

5 -

2 gm

7 00

DS G.R.

Canadian Fin

Old Ltd

LAND TITLES OFFICE
JAN 24 1962
CALGARY

58A240

Indep Coast 58A240

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District of Calgary, in the Province of Alberta at 10 31 o'clock A.M., this 25 day of Jan A.D., 1962 as number 1661 Book I K Folio 47

W. Murray Registrar
S.A.L.R.D.

ALBERTA

AFFIDAVIT

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, WILLIAM M. PEEL, OF THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA, 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 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 22nd DAY OF January,
A.D. 1962.

A COMMISSIONER FOR OATHS IN AND FOR THE
PROVINCE OF ALBERTA.

ALBERTA

C A V E A T

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT
CALGARY, ALBERTA

TAKE NOTICE that CANADIAN FINA OIL LIMITED (a Body Corporate) of the City of Calgary, in the Province of Alberta, claims an interest under and by virtue of an EASEMENT AND GRANT OF RIGHT-OF-WAY dated the 19th day of June, A. D. 1961 executed by:

ANNIE MCKENZIE MCDOUGALL, executrix of the will of DAVID HARDISTY MCDOUGALL (deceased) and sole beneficiary under the estate of David Hardisty McDougall

(the Grantor)

- and -

WESTERN LEASEHOLDS LTD., a Body Corporate, of the City of Calgary in the Province of Alberta

(the Grantee)

WHEREBY for the CONSIDERATION and subject to the TERMS, COVENANTS AND AGREEMENTS therein set forth and contained, the said ANNIE MCKENZIE MCDOUGALL did grant, convey and transfer unto WESTERN LEASEHOLDS LTD. the right, license, liberty, privilege and easement to use certain portion of the hereinafter described parcel of land for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipe line or lines, together with all such stations, structures, drips, valves, fittings, meters, mains, drains and other equipment and appurtences as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum, natural and artificial gas, water, and any and all products or by-products thereof, through or by means of the same, together with the right of ingress, egress and regress, over the said right-of-way, for its servants, agents, contractors, with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges herein granted:

North-west Quarter (NW¼) of Section Thirty-one (31), Township Twenty-six (26), Range Five (5), West of the Fifth (5th) Meridian in the Province of Alberta as shown on a plan of survey of the said township approved at Ottawa, April 28, 1891 containing 162.80 acres more or less, reserving unto Canadian Pacific Railway Company all mines and minerals as set forth in Transfer Registered as 278 F.D.

BY an Agreement dated December 28, A. D.1961, WESTERN LEASEHOLDS LTD. transferred and assigned the said EASEMENT to CANADIAN FINA OIL LIMITED.

BEING the lands described, set forth and contained in Certificate of Title No. 58 A 240 and standing in the register in the name of DAVID HARDISTY MCDOUGALL and it forbids the registration of any person as transferee or owner of or 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 CANADIAN FINA OIL LIMITED, 8th Floor, 736 Eighth Avenue South West, at Calgary, in the Province of Alberta as the place at which notices and proceedings relating hereto may be served.

DATED this 22nd day of January, A. D. 1962.

CANADIAN FINA OIL LIMITED

Per: _____
(Its Agent)

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0027 046 036	5;4;28;9;NW	251 092 000 +3

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 4 TOWNSHIP 28
SECTION 9
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
ROAD	1060Q	1.70	4.20	
SUBDIVISION	9511999	11.22	27.7	
SUBDIVISION	9710834	10.817	26.73	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 981 011 618

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
251 092 000	03/04/2025	TRANSMISSION OF LAND		

OWNERS

ALLAN MINCHAU
OF PO BOX 52
SPRING COULEE
ALBERTA T0K 2C0
EXECUTOR FOR DORIS E MCDOUGALL

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5623GM .	27/11/1952	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD.

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:571 "0.99 OF AN ACRE., SUBJECT TO TRANSMISSION LINE RIGHT OF WAY" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 021185503) (DATA UPDATED BY: CHANGE OF ADDRESS 091125983)
6316HV .	12/02/1960	UTILITY RIGHT OF WAY GRANTEE - NGTL GP LTD. AS TO PORTION OR PLAN:1057ID "BY 6495IC., SUBJECT TO 5.97 ACRES" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241230971)
475KS .	03/03/1970	CAVEAT RE : EASEMENT , ETC. CAVEATOR - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
811 222 448	30/11/1981	UTILITY RIGHT OF WAY GRANTEE - NGTL GP LTD. PO BOX 1000, STATION M 450 1 STREET SW CALGARY ALBERTA T2P5H1 GRANTEE - FOOTHILLS PIPE LINES (ALTA). LTD. AFFECTED LAND: 5;4;28;9;NW AS TO PORTION OR PLAN:7910837 "TAKES PRIORITY OF CAVEAT 801053452 REG'D 11 04 1980" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 961013509) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241177741)
841 096 198	05/06/1984	CAVEAT RE : SEE CAVEAT CAVEATOR - FOOTHILLS PIPE LINES (ALTA). LTD. 801 7 AVENUE S.W., CALGARY ALBERTA T2P3P7 AGENT - JOSEPHINE HOMULOS
881 049 174	29/03/1988	CAVEAT RE : SEE CAVEAT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 021178376) (DATA UPDATED BY: CHANGE OF ADDRESS 081460850)
941 095 085	19/04/1994	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - NGTL GP LTD. PO BOX 1000, STATION M 450 1 STREET SW CALGARY ALBERTA T2P5H1 (DATA UPDATED BY: TRANSFER OF CAVEAT 241209563)
981 376 764	01/12/1998	UTILITY RIGHT OF WAY GRANTEE - NGTL GP LTD. AS TO PORTION OR PLAN:9512345 TAKES PRIORITY OF CAVEAT 941088323 REGISTERED ON 13TH APRIL, 1994 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241262849)
091 240 022	17/08/2009	UTILITY RIGHT OF WAY GRANTEE - TAYLOR PROCESSING INC.

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2026 AT 12:01 P.M.

ORDER NUMBER: 58184245

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

(CONTINUED)

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).

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

5623GM .

ORDER NUMBER: 58463422

ADVISORY

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MEMORANDUM OF ENCUMBRANCES

2 1

3

5623 G.M.

Document No.
Reference Certificate No.
DATED A.D. 19

JOHN FRANCIS DOLEN

—NO—

Calgary Power Ltd.

Easement

I certify that the within instrument is duly registered in the Land Titles Office for the Calgary Land Registration District at Calgary in the Province of Alberta, at 3 23 o'clock P m. on the 27 day of Nov. A.D. 19 52 Number 5623 Book G.M. Folio 140

Registrar, A.L.R.D.

NOLAN, CHAMBERS, MIGHT, SAUCIER & PEACOCK
BARRISTERS AND SOLICITORS
CALGARY - - ALBERTA

File No. 23589-AMH AMH:MB

AFFIDAVITS OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, William J. Gold of the city of Calgary in the Province of Alberta, Engineer (Occupation) make oath and say:

1. THAT I was personally present and did see JOHN FRANCIS DOLEN named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

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

3. THAT I know the said JOHN FRANCIS DOLEN 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 29th day of September A.D. 1952.

W J Gold

H. J. Casdell
A Commissioner for Oaths
A Commissioner in and for the Province of Alberta

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Gordon C. Meadows of the City of Calgary, in the Province of Alberta, Clerk (Occupation) make oath and say:

1. THAT I was personally present and did see H. B. LeBOURVEAU and W. R. WOLLEY-DOD duly sign and execute the within instrument on behalf of Calgary Power Ltd., the Grantee, for the purposes named therein both of whom are known to me to be duly authorized to execute the same as aforesaid.

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

SWORN before me at the City of Calgary, in the Province of Alberta, this 29th day of September A.D. 1952.

G Meadows.

H. J. Casdell
A Commissioner for Oaths
A Commissioner in and for the Province of Alberta
December 31, 1952

IN WITNESS WHEREOF the said Grantor, JOHN FRANCIS DOLEN has hereunto set his hand and seal and Calgary Power Ltd., the Grantee, has caused these presents to be executed by its proper officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED, this 23rd day of September A.D. 1952, by the above-named JOHN FRANCIS DOLEN in the presence of: E. Lloyd

John F. Dolen

and by H. B. LeBOURVEAU and W. R. WOLLEY-DOD on behalf of Calgary Power Ltd., (by virtue of a power of attorney of record in the Land Titles Office, enabling them in that behalf).

CHECKED BY

in the presence of: J. Meadows

CALGARY POWER LTD.

Per: H.B. LeBourveau

Per: W.R. Wolley-Dod

DOWER

CONSENT OF SPOUSE

I, Albena Dolen being married to the within named John F. Dolen do hereby give my consent to the disposition of our homestead, made in the annexed 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.

Albena Dolen

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by Albena Dolen apart from her husband/his wife.

2. Albena Dolen acknowledged to me that she/he

(a) Is aware of the nature of the agreement;

(b) Is aware that The Dower Act, 1948, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;

(c) Consents to the agreement for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by The Dower Act, 1948, to the extent necessary to give effect to the said agreement;

(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at Cochrane in the Province of Alberta this 14th day of August A.D. 1952

A Commissioner ~~for Oaths~~ E. Lloyd

AFFIDAVIT

I, ... of .....

in the Province of ..... (Occupation) make oath and say:

1. THAT I am the ..... named in the annexed instrument.
2. THAT I am not married.
2. THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at .....

in the Province of .....

this ..... day of .....

A.D. 19.....

A Commissioner for Oaths

"THE LAND TITLES ACT"

Easement for Right of Way to Calgary Power Ltd.

I, JOHN FRANCIS DOLEN ~~of the~~

of Bottrel in the Province of Alberta, Farmer,

hereinafter called "the Grantor" being registered owner of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten in all the certain tract of land situate in the Province of Alberta, being composed of:

The North West Quarter of Section Nine (9) in Township Twenty-eight (28), Range Four (4), West of the Fifth Meridian, in the Province of Alberta, containing One Hundred and Sixty (160) acres more or less;

Excepting thereout Four and Twenty Hundredths (4.20) acres more or less for a roadway as shown on a plan filed in the Land Titles Office for the South Alberta Land Registration District as 1060 Q.
The land herein comprised containing One Hundred and Fifty-five and Eighty Hundredths (155.80) acres more or less;

Reserving unto The Canadian Pacific Railway Company all coal and petroleum;

P.W. 571 21 Nov. '52

DO HEREBY in consideration of the sum of ~~$60.00~~ Sixty ~~FORTY~~ ($40.00) DOLLARS

paid to me or others interested in the said lands by encumbrances or otherwise, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by CALGARY POWER LTD., a corporation having its Head Office at the City of Calgary, in the Province of Alberta, aforesaid, hereinafter called "the Grantee", do hereby grant and transfer unto and to the Grantee, the right, license, liberty, privilege and easement of a right of way Fifty (50) feet in width for its electrical pole transmission lines across the said lands as shown on a plan of the said right-of-way of record in the office of the Registrar for the South Alberta Land Registration District as registered Plan No. P.W. 571 on the following terms and conditions, which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

FIRST: The said right, license, liberty, privilege and easement shall be for so long a period as the Grantee, its successors and assigns, desires and continues to maintain and operate its electrical pole transmission lines across the said lands from Ghost in the Province of Alberta, to Edmonton or elsewhere, in the said Province.

SECOND: The Grantee is to have the immediate and continual right to enter upon the said right-of-way and to construct, erect and maintain thereon, during the period of this easement:

(a) On a cultivated area of the said lands as they at present exist ~~poles and~~ one structure of two poles each ~~and guy wires from and on of the said poles and/or structures~~ and

(b) ~~On an uncultivated area of the said lands as they at present exist poles and structures of two poles each and guy wires from and on of the said poles and/or structures, and~~ On an uncultivated area of the said lands as they at present exist one structure of two poles

(c) Its transmission wires on said poles and structures over and above the said right-of-way,

all forming a part of its said electrical pole transmission lines.

NW 0.9 Sec. Ease. (Subj. to) Transmission Line R.W. 571

It being further understood and agreed by and between the Parties hereto that if, as and when the said uncultivated area on which the said poles or structures are erected becomes cultivated the Grantee is to pay to the Grantor, an additional sum of ten ($10.00) DOLLARS, for each pole ~~or structure~~ that may be on the said newly cultivated area.

THIRD: The Grantee, its tenants, servants, workmen, employees and licensees, with or without horses, cattle and other animals, carts, carriages, automobiles, trucks and other vehicles of whatever description, shall have the full and free right and liberty to enter upon, use and occupy and to pass and re-pass upon the said right-of-way as aforesaid for purposes connected with the erection of its said electrical pole transmission lines and the installation, maintenance and patrol thereof.

FOURTH: The Grantee, its tenants, servants, workmen, employees and licensees shall have and enjoy the right to unload and store material on the said right-of-way for the erection, installation and maintenance of the said electrical pole transmission lines and to roll and unroll wire thereon and to do all such other acts and things as may be necessary or requisite for the purpose of properly erecting, installing, maintaining and patrolling the said electrical pole transmission lines.

FIFTH: The Grantee without paying any additional remuneration therefor may remove any of the said poles or structures and substitute in their stead other poles or structures.

SIXTH: The Grantee will at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its tenants, servants, workmen, employees or licensees, in the exercise or purported exercise of the rights, licenses, liberties, privileges and easement hereby granted.

SEVENTH: The Grantee will erect, install and construct the said electrical pole transmission lines in a proper and workmanlike manner and so as to do as little injury as possible to the said right-of-way and will keep the said poles and its other works which shall be erected or installed or constructed on the said right-of-way in connection with its said transmission lines in good repair and will at the termination of this easement remove from the said right-of-way, its said electrical pole transmission lines, including all poles, structures, guys, wires and any other thing forming a part of the said lands and will fill up all holes caused by such removal and leave the said right-of-way in good condition.

EIGHTH: The Grantee will compensate the Grantor for damage done to any crops, buildings, fences, timber and livestock which may be growing, erected, installed or running upon the said right-of-way and which may be injured or damaged by reason of the construction, installation and maintenance of the said electrical pole transmission lines.

NINTH: The Grantee may provide gates and shall furnish each of the same with a good and sufficient lock, in each and every fence now or hereafter erected or constructed across the said right-of-way, such gates to be of sufficient width to admit the passage of any ordinary vehicle.

TENTH: The Grantee is not to fence the said right-of-way or any part or portion thereof and the Grantor is to be allowed free access and use of the lands covered by the said right-of-way except only insofar as it may be necessary for the Grantee to use the same for the purpose of erecting, installing, maintaining and patrolling its said electrical pole transmission lines.

ELEVENTH: The Grantor covenants with the Grantee that upon the Grantee, its successors and assigns, performing and observing the covenants and conditions on its part to be performed and observed, the Grantee, its successors and assigns, shall peaceably hold and enjoy the rights, licenses, liberties, privileges and easement hereby granted during the period as aforesaid without any hindrance, molestation or interruption on the part of the Grantor or any person or corporation claiming by, through, under or in trust for him.

TWELFTH: This agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land.

Sept 23 , 1952.

CALGARY POWER LTD. is hereby authorized to insert in the attached Easement the Right-of-Way Plan number as soon as the Survey has been completed and the Plan registered.

John F. Dolen
JOHN FRANCIS DOLEN

IT IS UNDERSTOOD AND AGREED by and between the Parties hereto that this indenture and 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 parties hereto respectively; and wherever the singular or masculine is used throughout this indenture, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the Parties hereto so require.

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

6316HV .

ORDER NUMBER: 58463545

ADVISORY

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REGN. FEE	5	-
EXTRA REF CERT.		
EXTRA NEW TITLE		
ABSTRACT	3	-
GEN. CERT.	2	-
CERT. OF CHG.		
ASSCE. FUND		
New Value		
Old Value		
INC. TAX		
TOTAL FEES	10	00

CLERK [illegible] D.B. BR

CHARGE TO Spittal + Co

H.

6316 H.V.

Dated day of 19

JOHN FRANCIS DALEN

(Grantor)

and

LAND TITLES OFFICE FEB 11 1960 CALGARY

62L192

THE ALBERTA GAS TRUNK LINE COMPANY LIMITED

(Grantee)

Day 62.L.192

Grant of Easement

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary, in the Province of Alberta, at 10.16 o'clock A.M., on the 12 day of Feb A.D. 1960 as number 6316 Book HV Folio 174

[signature] Registrar

S. A. L. R. D.

R.D. SPITTAL & ASSOCIATES LTD.
330 Ninth Avenue South West
CALGARY ALBERTA

CONSENT OF SPOUSE

I, ALBENA DOLEN, being married to the above named JOHN FRANCIS DOLEN (the Grantor) 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 to the extent necessary to give effect to the said disposition.

x Albena Dolen
Spouse of Grantor.

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by Albena Dolen apart from her husband (or his wife).

2. Albena Dolen acknowledged to me that she (or he),

(a) is aware of the nature of the disposition.

(b) is aware that the Dower Act gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at Carbon, in the Province of Alberta, this 22 day of January, A.D. 19 Leo.

Norman T. McNally
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

I, _____, of _____

in the Province of Alberta, _____ (Occupation), make oath and say:

1. That I am the Grantor named in the within instrument.

2. That I am not married.

OR

That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

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

_____

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Norman T. McNally, of the City of Calgary in the Province of Alberta, Barrister, make oath and say:

1. That I was personally present and did see John Francis Dolen named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose 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 John Francis Dolen 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 22 day of January, A.D. 19 Leo

Norman T. McNally

Z Barker
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

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

1. That I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____ and he is in my belief of the full age of twenty-one years.

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

_____

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

Spread No. 2
TRACT 1023 - 4505

Grant of Easement

I, (We), JOHN FRANCIS DOLEN of BOTTREL

in the Province of Alberta, Farmer hereunder called "the Grantor," being registered as owner 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:—

W/2 of Section 9, Township 28, Range 4, W5th Meridian,
in the Province of Alberta,
as described and contained in Certificate of Title No. 62-L-192

Subject to any exceptions or reservations of mines or minerals appearing on the title, but, in any case, excepting thereout all mines and minerals;
(hereinafter referred to as the "said lands")

IN CONSIDERATION of the sum of Ten Dollars ($10.00) in lawful money of Canada or its equivalent (receipt of which sum the Grantor hereby acknowledges) paid or caused to be paid to the Grantor by

THE ALBERTA GAS TRUNK LINE COMPANY LIMITED,
a body corporate with Head Office at the City of Calgary,
in the Province of Alberta, (hereinafter referred to as
the "Grantee").

and the Grantee hereby covenanting to perform and observe all of the terms and conditions hereinafter mentioned on the part of the Grantee to be performed and observed,

DO HEREBY GRANT, TRANSFER and CONVEY unto and to the Grantee, for itself, its servants, agents and contractors, the right, license, liberty, privilege and easement to use so much of the said lands as may be necessary for a right-of-way for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of a pipeline or lines, together with all such stations, 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, water and/or gas through or by means of the same, and the right of ingress and egress for all purposes incidental to this grant as and from the date hereof and for so long hereafter as the Grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions:

FIRST: Subject to Paragraph Tenth hereof, the Grantee shall, within One (1) year from the date hereof, cause to be registered in the Land Titles Office for the Land Registration District in which the said lands are situated, a plan of survey showing the location of the said right-of-way, the width thereof and the area of the portion of the said lands therein embraced, and shall, within Sixty (60) days after the registration of such plan of survey, by registrable instrument grant and release to the registered owner or owners for the time being of the said lands, all of the rights, license, liberty, privileges and easement herein and hereby granted to the Grantee SAVE and EXCEPTING insofar only as such rights, license, liberty, privileges and easement relate or pertain to the portion of the said lands embraced in the said right-of-way as delineated on the said plan of survey; AND FURTHER within the said period of Sixty (60) days shall pay or cause to be paid by cheque or draft of the Grantee, or of the Grantee's agent, in lawful money of Canada or its equivalent, to the Grantor (and/or others now interested in the said lands whether as purchasers, mortgagees, encumbrancees or otherwise, as their respective interests at the date hereof appear), by way of further monetary consideration, a sum calculated at the rate of ----------FIFTY and 00/100----------Dollars ($ 50.00) per acre of the portion of the said lands comprised in the said right-of-way.

SECOND: 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 installation, 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.

THIRD: 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.

FOURTH: The Grantee shall compensate the Grantor and/or other interested parties, as their respective interests for the time being may appear, for damage done to any crops, pasture, fences or livestock on the said lands by reason of the exercise of the rights hereinbefore granted, and the Grantee will not at any time fence the said right-of-way, except as is hereinafter provided.

FIFTH: If the amount of compensation for damages, or any sum to be paid under Paragraph Eleventh hereof, or the apportionment of either such amount or sum as between the Grantor and other interested parties, if any, cannot be agreed upon by the Grantor and Grantee, the matter in issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Grantee, and the third by the two arbitrators so appointed, and the decision of any two of such three arbitrators shall be final and conclusive. PROVIDED that in all other respects, the provisions of The Arbitration Act of the Province of Alberta shall apply to each such submission.

SIXTH: 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.

SEVENTH: Upon the abandonment of the said right-of-way and release of all of the rights hereby granted, the Grantee shall and will restore the surface of 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.

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 considerations hereinbefore stated comprise and represent collectively the sole consideration and inducement for the execution hereof.

NINTH: The Grantee, performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, license, liberty, 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: It is further agreed that if there be any caveat, mortgage, lien, lease or other encumbrance of whatsoever nature registered against the title to the said lands prior to the registration of these presents, and the Grantee be unable to procure a good and registrable postponement thereof in favour of this Easement, or that if the title to the said lands be not approved by the Grantee's solicitors, then, and in either such event, the Grantee may at its election, on notice in writing to the Grantor, terminate this Easement and the same thereafter shall be of no further effect and the Grantee shall stand relieved of any obligation, accruing or accrued, on the part of the Grantee under Paragraph First hereof stipulated to be performed; also, and in any event, that if the further monetary consideration in Paragraph First hereof mentioned be not paid by the Grantee within One (1) year from the date hereof, then this Easement, at the election of either party upon notice in writing to that effect given to the other, shall cease and determine and neither party thereafter shall be under any further obligation to the other in respect hereof. ALWAYS PROVIDED, however, that upon the termination of this Easement by whatsoever means or for whatsoever cause, the Grantee, if these presents shall then have been registered, shall forthwith procure, or endeavour to procure, such registration to be cancelled; and FURTHER that nothing herein contained shall be construed as relieving the Grantee from any obligation, down to the date of such termination accrued, to pay compensation for damages as hereinbefore provided.

ELEVENTH: If at any time the Grantee shall require any of the said right-of-way for the purposes of a valve or junction box or for any similar or other appurtenance necessary to its pipe line and requiring to be constructed or erected at or above surface level, it shall have the right upon furnishing to the Grantor a plan of the location thereof and on paying to the Grantor and/or other interested parties as their respective interests for the time being may appear, a sum calculated at the rate of ten cents (10c) per square foot of the area embraced in such location (which area shall not exceed 2,000 square feet) to fence and use such location for any such purposes, anything hereinbefore contained or implied to the contrary notwithstanding.

TWELFTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at 2nd Floor - Alberta Wheat Pool Bldg., - 505 - 2nd Street, S.W., Calgary, Alberta. and to the Grantor at Box 312 Cochrane, Alberta. or such other address, in either case, as the Grantor or the Grantee respectively may 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.

THIRTEENTH: This Easement may be assigned in whole or in part as to all or any portion of the rights, license, liberty, privileges and easement hereby granted, transferred and conveyed.

FOURTEENTH: 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 terms and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Grantor and the Grantee respectively.

FIFTEENTH: Words herein importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed and delivered these presents this 22 day of January, A.D. 1960.

SIGNED, SEALED and DELIVERED
by the Grantor in the Presence of:

Norman T. McNally
(Witness)

John Francis Dolan

(Witness)

THE ALBERTA GAS TRUNK LINE COMPANY LIMITED

Per: [signature]

Per: [signature]
MGR. R.O.W. DEPT.

MEMORANDUM OF ENCUMBRANCES:

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

811222448

ORDER NUMBER: 58463422

ADVISORY

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AFFIDAVIT

Mary Rose Albina Dolen Executrix of the Will of John Francis Dolen (otherwise known as John F. Dolen and John Dolen) (Deceased) of Cochrane

in the Province of Alberta, Widow (Occupation) make oath and say:

1. That I am the Grantor named in the within instrument.

1. That I am not married.

(sworn) OR

That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the Town of Cochrane in the Province of Alberta, this 25th day of March A.D. 19 80

Mary Rose Albina Dolen

MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

Fraser W. McEwen

A Commissioner for Oaths in and for the Province of Alberta

FRASER W. McEWEN

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, FRASER W. McEWEN of the City of Calgary in the Province of Alberta, Landman make oath and say:

1. That I was personally present and did see Mary Rose Albina Dolen of Cochrane in the Province of Alberta (Widow) Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the Town of Cochrane in the Province of Alberta and that I am the subscribing witness hereto.

3. That I know the said Mary Rose Albina Dolen of Cochrane in the Province of Alberta (Widow) Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) and she is (said) to be in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary, in the Province of Alberta, this 31 day of March A.D. 1980

Fraser W. McEwen

Carden F. Weir

A Commissioner for Oaths in and for the Province of Alberta

Carden Fraser Weir

81-1 22448

Dated day

MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

(Grantor)

and

FOOTHILLS PIPE LINES (ALTA.) LTD.

(Company)

Sec 15-27

Grant Of Right-Of-Way

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District as No. [illegible]

Registrar

S A L R D

FOOTHILLS PIPE LINES (ALTA.) LTD.

1-2

AGTL 296

Tract No. 7-28-4-10, -11

"The Land Titles Act"

*****

WITHDRAWAL OF CAVEAT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that FOOTHILLS PIPE LINES (ALTA.) LTD. of the City of Calgary, in the Province of Alberta,

HEREBY WITHDRAWS the Caveat registered in the Land Titles Office for the South Alberta Land Registration District as No. 801053452 against the following lands, namely:

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

Excepting Thereout All Mines and Minerals

DATED at the City of Calgary, in the Province of Alberta, this 24th day of November A.D. 19 81.

FOOTHILLS PIPE LINES (ALTA.) LTD.

Land Manager

Supervisor Land Administration

7-28-4-8

FOOTHILLS PIPE LINES (ALTA.) LTD.

Tract No. 99,100

Area NW¼ - 1.58 ha

SW¼ - 1.63 ha

Grant Of Right-Of-Way

PROVINCE OF ALBERTA

I, WE MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

In the Province of Alberta, (hereunder referred to as "the Grantor"), being registered as owner of an estate in fee simple; subject, however, to such encumbrances, liens and interests as are set forth in the existing certificate of title, in all that certain tract of land situate in the Province of Alberta and being composed of:

West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

subject to any exceptions or reservations of mines or minerals appearing on the title, but, in any case, excepting thereout all mines and minerals; (hereinafter referred to as the "said Lands")

DO HEREBY, IN CONSIDERATION of the sum of SEVEN THOUSAND, NINE HUNDRED AND TEN Dollars ($ 7910.00) paid or to be paid to the Grantor or others interested in the lands as purchaser, mortgagee, encumbrancee or otherwise (hereinafter referred to as "Other Interested Parties"), and in consideration of the conditions hereinafter mentioned to be observed by:

FOOTHILLS PIPE LINES (ALTA.) LTD.,
a body corporate with Head Office in the City of Calgary,
in the Province of Alberta, (hereinafter referred to as
"the Company")

to be paid in the following manner:

(a) Fifty Dollars ($50.00) by cheque or draft of the Company (or its Agent) on the execution and delivery of this Grant of Right-of-Way (receipt of which sum is hereby acknowledged), and

(b) The balance of SEVEN THOUSAND, EIGHT HUNDRED AND SIXTY Dollars ($ 7,860.00) by cheque or draft of the Company payable to the Grantor or Other Interested Parties, upon the obtaining of all necessary postponements and consents from such Other Interested Parties.

GRANT, CONVEY and TRANSFER UNTO the Company, for itself, its employees, agents and contractors, its successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the said Lands, being a right-of-way,

Nineteen and Eighty-Six Hundredths (19.86) Metres

as approximated on a plan or plans of right-of-way attached hereto and as more particularly described on a plan of survey No. 791-0837 registered in the appropriate Land Titles Office (hereinafter referred to as the "Right-of-Way"), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including but without limiting the generality of the foregoing, all such drips, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertaking of the Company for the carriage, conveyance and transportation of natural and artificial gas, oil and other gaseous or liquid hydrocarbons and any products or by-products thereof (all of which are collectively hereinafter referred to as the "said Works").

The aforesaid rights, licences, liberties, privileges and easements are herein granted for so long hereafter as the Company may desire to exercise same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Company:

1. The Company shall compensate the Grantor, and/or Other Interested Parties as their respective interests for the time being may appear, for all damage occurring as a result of the construction or operation of the said Works, and without limiting the generality of the foregoing to include all damage done to any crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences culverts, bridges, lanes, improvements or equipment on the said Lands, by reason of the exercise of the rights herein granted.

2. In the event that the Company constructs additional pipelines within the Right-of-Way, it shall pay to the Grantor the sum equal to the amount, if any, by which the Right-of-Way actually required in the construction of the additional pipeline, has increased in market value over the amount paid for the Grant of Right-of-Way at the time of the immediately preceding pipeline construction. The Company shall specify the area included in this Grant of Right-of-Way required prior to the construction of such additional pipeline.

3. If at any time the Company shall require the Right-of-Way for any of the said Works to be located above ground, the Company shall consult with the Grantor as to the appropriate location of such Works and shall locate such Works, insofar as may be practicable so to do, in such a fashion as to provide a minimum of inconvenience to the Grantor. Upon furnishing to the Grantor a plan of the intended location the Company shall have the right to fence and use such portions of the Right-of-Way as may in its opinion be required. The Company shall pay to the Grantor and/or Other Interested Parties compensation for any inconvenience caused the Grantor, and for all damage occurring, as a result of fencing any such portion of the Right-of-Way. The Grantor shall have a non-recurring option, to be paid such compensation either by way of a one-time lump-sum payment or by way of a periodic lump-sum payment every five (5) years. Periodic lump-sum payments are subject to review and adjustment upon the written request of the Grantor every five (5) years commencing five (5) years after the first such payment. If the Company and the Grantor fail to agree on the amount of any adjustment within ninety (90) days of any such written request, then the matter shall be referred to arbitration as hereinafter provided.

4. Nothing herein contained shall be deemed to vest in the Company title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said Right-of-Way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the said Works.

5. The Company, insofar as may be practicable so to do, shall bury and maintain all pipe so as not to interfere unreasonably with the ordinary cultivation of the said Lands and shall restore all drains damaged or disturbed according to good drainage practice.

6. It is further agreed that the Company may at any time for whatsoever reason or cause, at its election on notice in writing to the Grantor, terminate this Grant of Right-of-Way and the same thereafter shall be of no further effect and the Company shall stand relieved of all obligations, other than those accrued to the date of termination; ALWAYS PROVIDED HOWEVER, that upon the termination of this Grant of Right- of-Way, the Company, if this agreement shall then have been registered, shall forthwith at its expense procure the cancellation of such registration.

7. Upon the abandonment of the said Works and release of all the rights hereby granted, the Company may, at its option, leave and abandon in place any of the said Works which have been buried and will in any event, insofar as may be practicable so to do, restore the surface of the Right-of-Way to the same condition as it was prior to the entry thereon and the use thereof by the Company.

8. If at the date hereof the Grantor is not the sole owner of the said Lands, this Grant of Right-of-Way shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater or the entire interest, this Grant of Right-of-Way shall likewise extend to such after-acquired interests.

9. Subject always to the rights herein granted, the Grantor shall have the right fully to use and enjoy the said Right-of-Way to the extent that such use does not interfere with the rights herein granted to the Company. Without limiting the generality of the foregoing the Grantor shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed, or erected on or under the said Right-of-Way any pipe, pit, well, foundation, pavement or other structure or installation or do or permit to be done any mining, quarrying, land levelling or other work or activity of any like or similar nature on, in or under the Right-of-Way.

10. Subject to clause 9, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement (other than a normal farming operation) which can be practically made to the said Lands, and the cost of making such an improvement is increased by the existence of the said Works, the Company agrees to reimburse to the Grantor the increase in cost of making such an improvement which is a direct result of the existence of the said Works. If the Company and the Grantor fail to agree within ninety (90) days of any such notification as to the practicality of making the proposed improvement or the amount of the increase in cost of making any such improvement which is directly a result of the existence of the said Works, then the matters in dispute shall be referred to arbitration as hereinafter provided.

11. Upon the request of the Grantor, the Company shall, insofar as may be practicable so to do, separate and save the topsoil on the Right-of-Way prior to construction and then replace it following construction.

12. If the Grantor and the Company cannot agree on the amount of compensation for damage to be paid pursuant to clause 1, the market value of the Right-of-Way actually required in construction of an additional pipeline as referred to in clause 2, any amount to be paid pursuant to clause 3, or matters referred to in clause 10, the matter or matters at issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Company and the third by the two arbitrators so appointed, and any decision of any two of such three arbitrators shall be final and conclusive, PROVIDED that in all respects, the provisions of the Arbitration Act of the Province of Alberta, as amended from time to time, shall apply. The costs of and incidental to any arbitration are to be determined and awarded as the arbitrators may, in their sole discretion, decide.

13. The Company shall pay all rates and taxes that may be assessed and levied from time to time against the said Works, its interest in the said Lands or in connection with its operations thereon.

14. Subject to abandonment under clause 7, and notwithstanding any rule of law or equity, the said Works shall at all times remain the property of the Company even where the same may be annexed or affixed to the said Lands and shall at any time and from time to time be removable in whole or in part by the Company at its sole discretion.

15. The Company, upon performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licences, liberties, privileges and easements 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.

16. This Grant of Right-of-Way may be assigned by the Company in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed.

17. The Company covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions arising by reason of the exercise of the rights herein granted to the Company save and except liabilities, damages, costs, claims, suits or actions arising through the gross negligence or wilful misconduct of the Grantor. Notwithstanding the foregoing, the Company shall not in any event be liable for consequential damages.

18. The rights, licences, liberties, privileges and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Grant of Right-of-Way, including all covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto.

19. This Grant of Right-of-Way sets forth the entire agreement and understanding between the parties hereto, and the Grantor agrees that there are no other prior representations affecting this Grant of Right-of-Way, other than as are herein set forth or, as may be set forth in an agreement in writing between the parties made subsequent hereto.

20. This Grant of Right-of-Way shall be construed in accordance with the laws of the Province of Alberta.

21. Words herein importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

22. All notices to be given hereunder shall be in writing and may be served personally or by registered letter addressed to the Grantor at

COCHRANE, Alberta

and to the Company at P.O. Box 2535, Calgary, Alberta, Canada T2P 2N6 or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice shall be deemed to be given to and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after the mailing thereof, postage prepaid.

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 29th day of March, A.D. 19 80

SIGNED, SEALED AND DELIVERED
by the Grantor in the presence of:

Fraser W. McEwen
(Witness)

Mary Rose Albina Dolen
MARY ROSE ALBINA DOLEN OF COCHRANE IN THE

7-28-4-8
A.G.T.L. Land 22

AFFIDAVIT OF EXECUTOR OF ADMINISTRATRIX

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Mary Rose Albina Dolen of Cochrane

in the Province of Alberta, Widow (occupation) make oath and say:

1. THAT I am the executrix(~~xxxxxxxxxxxxxxxxx~~) of the estate of John Francis Dolen (otherwise known as John F. Dolen and John Dolen)

2. ~~THAT to the best of my knowledge, information and belief, the deceased~~ (Form) ~~was not married.~~

OR

~~THAT to the best of my knowledge, information and belief, the spouse~~ (Form) ~~of the deceased married person is dead.~~

OR

~~THAT to the best of my knowledge, information and belief, neither~~ (Form) the deceased nor spouse of the deceased have resided in the within mentioned land at any time since their marriage.

3. THAT to the best of my knowledge there are no infants interested in the estate of the desceased, nor were there any infants interested in the estate of the said deceased at the time of his death.

SWORN before me at Cochrane)
in the Province of Alberta, this 29th)
day of March) Mary Rose Albina Dolen
Mary Rose Albina Dolen
A.D., 19 80.

Fraser W. McEwen
A Commissioner for Oaths, A Notary
Public in and for the Province of Alberta.

FRASER W. McEWEN

22. All notices to be given hereunder shall be in writing and may be served personally or by registered letter addressed to the Grantor at

COCHRANE, Alberta

and to the Company at P.O. Box 2535, Calgary, Alberta, Canada T2P 2N6 or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice shall be deemed to be given to and received by the addressee upon personal service or, if served by registered letter, fourteen (14) days after the mailing thereof, postage prepaid.

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 29th day of March, A.D. 19 80

SIGNED, SEALED AND DELIVERED
by the Grantor in the presence of:

Fraser W. McEwen
(Witness)

(Witness)

Mary Rose Albina Dolen
MARY ROSE ALBINA DOLEN OF COCHRANE IN THE PROVINCE OF ALBERTA (WIDOW) EXECUTRIX OF THE WILL OF JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (DECEASED)

FOOTHILLS PIPE LINES (ALTA.) LTD.

Land Manager

Supervisor Land Administration

CONSENT OF SPOUSE

I, MARY ROSE ALBINA DOLEN having been (given) being married to the above named JOHN FRANCIS DOLEN (OTHERWISE KNOWN AS JOHN F. DOLEN AND JOHN DOLEN) (the Grantor) 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, R.S.A. 1970, to the extent necessary to give effect to the said disposition.

Mary Rose Albina Dolen
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by MARY ROSE ALBINA DOLEN apart from her husband (or his wife).

2. MARY ROSE ALBINA DOLEN, acknowledged to me that she (or he)

(a) is aware of the nature of the disposition.

(b) is aware that The Dower Act, R.S.A. 1970, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1970, to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at COCHRANE, in the Province of Alberta, this 29 day of MARCH A.D. 19 80.

Fraser W. McEwen
A Commissioner for Oaths in and for the Province of Alberta

FRASER W. McEWEN

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

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ORDER NUMBER: 58184682

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Dated 84-1 A.D. 19

FOOTHILLS PIPE LINES (ALTA.) LTD.

JUN 5 '84

RE: W½ 9-28-4-W5M

W½

Caveat

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary.

A.D. Registrar
SALRD

FOOTHILLS PIPE LINES (ALTA.) LTD.

1-2.

Foothills Pipe Lines (Alta.) Ltd.

Tract No. 7-28-4-10 & 11

Area NW¼ — 3.89 ac.

SW¼ — 4.02 ac.

.....

.....

Amending Agreement

Province of Alberta

THIS AMENDING AGREEMENT made this 10th day of April A.D. 19 84

BETWEEN:

FOOTHILLS PIPE LINES (ALTA.) LTD., a body corporate with Head Office in the City of Calgary in the Province of Alberta (hereinafter referred to as the "Company")

OF THE FIRST PART

— and —

MARY ROSE ALBINA DOLEN of Cochrane, in the Province of Alberta (Widow) Executrix of the Will of JOHN FRANCIS DOLEN (Otherwise known as JOHN F. DOLEN and JOHN DOLEN) (Deceased)

(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Company is the grantee under a grant of right-of-way (hereinafter referred to as the "Grant of Right-of-Way") registered as Instrument no. 81122448 on the 30 day of November, 1981 in the South Alberta Land Registration District of a pipeline right-of-way (hereinafter referred to as the "Right-of-Way") across that certain tract of land situate in the Province of Alberta and being comprised of:

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

excepting thereout all mines and minerals (hereinafter referred to as the "said Lands");

AND WHEREAS the Owner is the registered owner of the said Lands;

AND WHEREAS the parties hereto desire to amend certain terms of the Grant of Right-of-Way;

NOW THEREFORE in consideration of the sum of One Dollar ($1.00) paid by the Company to the Owner (the receipt and sufficiency of which is hereby acknowledged) and in consideration of the premises and covenants contained herein, the parties hereto covenant and agree as follows:

1.0 Interpretation

1.1 This Amending Agreement and the Grant of Right-of-Way shall henceforth be read together and shall have effect, so far as practicable, as if all the provisions of the Grant of Right-of-Way and of this Amending Agreement were contained in one instrument. Should any conflict exist between the provisions of the Grant of Right-of-Way and of this Amending Agreement, the provisions of this Amending Agreement shall govern.

1.2 The covenants and conditions herein contained shall be of the same force and effect to all intents and purposes as a covenant running with the land and shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto.

2.0 Annual or Periodic Payments

Delete One & Initial

2.1 In addition to any sum of money previously paid by the Company as consideration for the Grant of Right-of-Way, the Company shall pay:

(a) annual payments in accordance with the terms and conditions set forth in Schedule "A" attached hereto; or

(b) periodic payments in accordance with the terms and conditions set forth in Schedule "B" attached hereto;

which is incorporated by reference and made a part of this Amending Agreement.

3.0 Additional Pipelines

3.1 It is expressly agreed that the execution of this Amending Agreement includes good and valuable consideration for the right of the Company to construct and operate additional pipelines within the Right-of-Way. Subject to compensation by the Company for damage occuring as a result of the construction or operation of any such additional pipelines, the Company shall be entitled to construct and operate any such additional pipelines without payment to the Owner of any additional Compensation.

3.2 If the Grant of Right-of-Way contains a clause whereby in the event that the Company constructs additional pipelines within the Right-of-Way it shall pay a sum equal to the amount, if any, by which the Right-of-Way actually required in the construction of the additional pipeline has increased in market value over the amount paid for the Right-of-Way at the time of the immediately preceding pipeline construction, then such clause is hereby deleted from the Grant of Right-of-Way and is of no further effect.

3.3 If the Grant of Right-of-Way contains a provision whereby the market value of the Right-of-Way actually required in the construction of an additional pipeline within the Right-of-Way may be arbitrated, then such provision is hereby deleted from the Grant of Right-of-Way and is of no further effect.

4.0 Termination

4.1 In the event that the Company terminates the Grant of Right-of-Way in accordance with the applicable provisions of the Grant of Right-of-Way, the obligations of the Company to pay annual or periodic payments, as the case may be, in accordance with this Amending Agreement shall cease, other than those obligations accrued to the date of termination.

5.0 Notices

5.1 The clause in the Grant of Right-of-Way containing the addresses to which the parties to the Grant of Right-of-Way may serve notices on each other is hereby deleted in its entirety and a new clause attached hereto as Schedule "C" is inserted in lieu thereof.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents all as of the date first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Witness

X [redacted]
MARGUERITE ALBINA DOLEN, Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

FOOTHILLS PIPE LINES (ALTA.) LTD.

Land Manager

LAND COORDINATOR

(Delete and initial if inapplicable)

SCHEDULE "A"

ANNUAL PAYMENTS

~~Annual Payment~~

A.1 On the 30 day of June, 19 84, and on the same day in each succeeding year (hereinafter referred to as a "Payment Date"), the Company shall pay an annual payment (hereinafter referred to as an "Annual Payment") in an amount equal to twenty (20%) per cent of the value of the Right-of-Way (hereinafter referred to as the "Right-of-Way Value") determined in accordance with clause A.5 and A.6 hereof, payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

A.2 Notwithstanding clause A.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

(a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature; or

(b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet; or

(c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or

(d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the Payment Date occurring ninety (90) days after the next Review Date (as hereinafter defined) the amount of an Annual Payment shall be reduced to an amount equal to four (4%) per cent of the Right-of-Way Value determined in accordance with clause A.5 and A.6 hereof.

ayment
ereof

Interest

A.3 The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks (hereinafter referred to as the "Bank Rate") existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

A.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of an Annual Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause A.3, and in no event shall the Registered Owner, for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted under the Grant of Right-of-Way, as amended by this Amending Agreement.

Amount of Annual Payment

A.5 The amount of an Annual Payment shall be determined in the following manner:

(a) Commencing ninety (90) days prior to the first (1st) Payment Date and ninety (90) days prior to each fifth (5th) Payment Date thereafter (hereinafter referred to as a "Review Date"), the Company shall attempt to negotiate the amount of the Right-of-Way Value as at such Review Date with the Registered Owner. Any agreement as to the amount of the Right-of-Way Value successfully negotiated shall be set forth in a memorandum in writing signed by the Registered Owner and the Company;

(b) Failing agreement within thirty (30) days following a Review Date between the Registered Owner and the Company for any reason as to the amount of the Right-of-Way Value as at such Review Date, the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement within fourteen (14) days, the Company shall appoint a person as an appraiser. In either event, such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (such person being hereinafter referred to as the "appraiser"). The appraiser shall determine as of the Review Date the market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon (hereinafter referred to as the "appraisal"). The appraisal shall be prepared using appraisal principles acceptable to the Appraisal Institute of Canada. A copy of the appraisal, accompanied by a certificate of the appraiser certifying that he has no interest in the said Lands or in the amount of the Right-of-Way Value, shall be provided to the Company and the Registered Owner. The market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon, as set forth in the appraisal, divided by the number of acres contained in the said Lands and multiplied by the number of acres contained in the Right-of-Way, shall be deemed to be the Right-of-Way Value and shall be binding upon the Company and the Registered Owner.

A.6 The amount of the Right-of-Way Value as at any Review Date determined in accordance with clause A.5 shall be deemed to be the Right-of-Way Value for the purpose of calculating the Annual Payment for the Payment Date occurring ninety (90) days after such Review Date and for the four (4) Payment Dates thereafter.

(Delete and initial if inapplicable)

SCHEDULE "B"

PERIODIC PAYMENTS

Periodic Payment

B.1 On the 30 day of June, 19 84, and on the same day in each succeeding five (5) year period (hereinafter referred to as a "Payment Date"), the Company shall pay a periodic payment (hereinafter referred to as a "Periodic Payment") in an amount determined as follows:

$$\text{Periodic Payment} = AP + AP\left[\frac{1}{1+I}\right] + AP\left[\frac{1}{1+I}\right]^2 + AP\left[\frac{1}{1+I}\right]^3 + AP\left[\frac{1}{1+I}\right]^4$$

Where: AP = twenty (20%) per cent of the value of the Right-of-Way (hereinafter referred to as the "Right-of-Way Value") determined in accordance with clause B.5 and B.6 hereof; and

I = the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks (hereinafter referred to as the "Bank Rate") existing on the date ninety (90) days prior to such Payment Date plus one (1%) per cent. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

Each such Periodic Payment shall be payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

B.2 Notwithstanding clause B.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

(a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature;

(b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet;

(c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or

(d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the next Payment Date the amount of a Periodic Payment shall be reduced to an amount determined in accordance with the formula set forth in clause B.1, but where:

AP = four (4%) per cent of the Right-of-Way Value determined in accordance with clause B.5 and B.6 hereof.

Interest

B.3 The Registered Owner shall be entitled to interest on any portion of a Periodic Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

B.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of a Periodic Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause B.3, and in no event shall the Registered Owner, for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted under the Grant of Right-of-Way, as amended by this Amending Agreement.

be conclusive proof thereof.

Each such Periodic Payment shall be payable to the persons who, ninety (90) days prior to the Payment Date concerned, appear as registered owners of the said Lands in the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner") in the proportions indicated by such records.

B.2 Notwithstanding clause B.1, it is understood and agreed that if the said Lands, in the Company's sole opinion:

(a) are now or are hereafter used at any time for a purpose of a commercial or industrial nature;

(b) are now or are hereafter included within the boundaries of any city, town, village, summer village or hamlet;

(c) are now or are hereafter approved by the appropriate subdivision approval authority for subdivision for country residential use; or

(d) are now or are hereafter subdivided into a parcel forty (40) acres or less in size, which parcel is not contiguous to and does not form part of a unit of land used for agricultural purposes;

commencing upon the next Payment Date the amount of a Periodic Payment shall be reduced to an amount determined in accordance with the formula set forth in clause B.1, but where:

AP = four (4%) per cent of the Right-of-Way Value determined in accordance with clause B.5 and B.6 hereof.

Interest

B.3 The Registered Owner shall be entitled to interest on any portion of a Periodic Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

B.4 It is expressly understood and agreed that, notwithstanding any provision in the Grant of Right-of-Way, as amended by this Amending Agreement, and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any portion of a Periodic Payment, the Registered Owner's sole remedy shall be to recover from the Company the amount of such portion and any interest payable thereon in accordance with clause B.3, and in no event shall the Registered Owner, for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted under the Grant of Right-of-Way, as amended by this Amending Agreement.

Amount of Periodic Payment

B.5 The amount of a Periodic Payment shall be determined in the following manner:

(a) Commencing ninety (90) days prior to each Payment Date (hereinafter referred to as a "Review Date"), the Company shall attempt to negotiate the amount of the Right-of-Way Value as at such Review Date with the Registered Owner. Any agreement as to the amount of the Right-of-Way Value successfully negotiated shall be set forth in a memorandum in writing signed by the Registered Owner and the Company;

(b) Failing agreement within thirty (30) days following a Review Date between the Registered Owner and the Company for any reason as to the amount of the Right-of-Way Value as at such Review Date, the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement within fourteen (14) days, the Company shall appoint a person as an appraiser. In either event, such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (such person being hereinafter referred to as the "appraiser"). The appraiser shall determine as of the Review Date the market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon (hereinafter referred to as the "appraisal"). The appraisal shall be prepared using appraisal principles acceptable to the Appraisal Institute of Canada. A copy of the appraisal, accompanied by a certificate of the appraiser certifying that he has no interest in the said Lands or in the amount of the Right-of-Way Value, shall be provided to the Company and the Registered Owner. The market value of the said Lands as bare lands without any buildings, fixtures or other improvements thereon, as set forth in the appraisal, divided by the number of acres contained in the said Lands and multiplied by the number of acres contained in the Right-of-Way, shall be deemed to be the Right-of-Way Value and shall be binding upon the Company and the Registered Owner.

B.6 The amount of the Right-of-Way Value as at any Review Date determined in accordance with clause B.5 shall be deemed to be the Right-of-Way Value for the purpose of calculating the Periodic Payment for the Payment Date occurring ninety (90) days after such Review Date.

SCHEDULE "C"

NOTICES

All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid post addressed as follows:

To the Grantor: c/o A. X. Dolfal
Box 24 Dewinton Alberta
T0C-1E0
~~Cochrane, Alberta~~
~~T0L 0W0~~

To the Company: P.O. Box 2535
Station "M"
Calgary, Alberta
T2P 2N6

or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid post, seven (7) days after the mailing thereof.

TRACT 7-28

AFFIDAVIT OF EXECUTOR OR ADMINISTRATRIX

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, (WE) MARY ROSE ALBINA DOLEN

of Cochrane in the Province of Alberta,

MAKE OATH AND SAY:

1. THAT I, (WE) am (are) the ~~executor(s)~~ Executrix ~~(or administratrix/administratrices)~~ of the Will of the estate of

JOHN FRANCIS DOLEN (Otherwise known as JOHN F. DOLEN and JOHN DOLEN)

2. ~~THAT to the best of my (our) knowledge, information and belief, the deceased was not married.~~

OR

~~THAT to the best of my (our) knowledge, information and belief, the spouse of the deceased married person is dead.~~

OR

~~THAT to the best of my (our) knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the within mentioned land at any time since their marriage.~~

3. THAT to the best of my (our) knowledge there are no infants interested in the estate of the deceased, nor were there any infants in the estate of the said deceased at the time of his (her) death.

SWORN before me at Edmonton
in the Province of Alberta, this 10th
day of April, A.D. 1984.

X

MARY ROSE ALBINA DOLEN of Cochrane in the Province of Alberta (Widow) Executrix of the Will of JOHN FRANCIS DOLEN (Otherwise known as JOHN F. DOLEN and JOHN DOLEN (Deceased)

Delbert Clarence Thompson
Commission Expires
May 25, 1986

A Commissioner for Oaths, A Notary Public, in and for the Province of Alberta

NOVA 3334 (4-82)

ATTACH PART

ATTACHED TO AND FORMING PART OF THIS DOCUMENT

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen) (Deceased) named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the District of Cochrane EDMONTON in the Province of Alberta and that I am the subscribing witness hereto.

3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and ~~she~~ (she) is in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the City
of Calgary, in the Province of Alberta,
this 11th day of April, A.D. 1984.

Fraser William Victor McEwen
Commission Expires
July 1, 1984

A Commissioner for Oaths in and for the Province of Alberta

CONSENT OF SPOUSE

I, Mary Rose Albina Dolen, having been married to the above named John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) (the Grantor) 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, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

X .....
Spouse of Grantor

MARY ROSE ALBINA DOLEN

CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION
(By Marksman, or Non-English Speaking, Blind, Deaf and Dumb Person)

I, Delbert C. Thompson

of Calgary in the Province of Alberta, Land Agent

make oath and say:

1. THAT I was personally present and did see Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen named in the annexed instrument, who is personally known to me to be the person named therein duly, sign, seal and execute the same, by making her mark and setting her seal thereto for the purposes named therein.
2. THAT the said instrument was read over and fully explained to the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen (in the English language, as I verily believe,) before the execution thereof and she seemed fully to understand the same.
3. THAT the said instrument was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
4. THAT I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and she is of the full age of twenty-one years.

SWORN before me at Calgary,
in the Province of Alberta, this 21st
day of May, A.D. 19 84

L.D. Thompson
DELBERT C. THOMPSON

Lorraine Schreyer
A Commissioner for Oaths, A Notary Public
in and for the Province of Alberta

Lorraine Gail Schreyer
Commission Expires
July 25 1984

ATTACHED TO AND FORM PART OF THIS DOCUMENT

TO WIT: MAKE OATH AND SAY:

1. That I was personally present and did see Mary Rose Albina Dolen, Dolen and John Dolen) (Deceased) Dolen (Otherwise known as John F. named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.
2. That the same was executed at the District of Cochrane in the Province of Alberta and that I am the subscribing witness hereto.
3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen and she is in my belief of the full age of eighteen years. (Otherwise known as John F. Dolen and John Dolen) (Deceased)

SWORN before me at the Calgary
of Calgary, in the Province of Alberta, L.D. Thompson
this 11th day of April, A.D. 19 84.

A Commissioner for Oaths in and for the Province of Alberta

Fraser William Victor McEwen
Commission Expires
July 1, 1984

EXECUTING DOCUMENT

1. This document was acknowledged before me by ..... Mary Rose Albina Dolen .....
apart from her husband ~~XXXXXXX~~.

2. ..... Mary Rose Albina Dolen ..... acknowledged to me that she ~~XXXX~~

(a) Is aware of the nature of the disposition.

(b) Is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her ~~XXXXX~~ by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband ~~XXXXXXX~~.

Dated at Edmonton ..... In the Province of Alberta, this 10th day of April
A.D. 19 84.

Delbert Clarence Thompson
Commission Expires
May 25, 198~~4~~

..... D.C. Thompson
A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

I, ... of .....

In the Province of Alberta, ... MAKE OATH AND SAY:
(Occupation)

1. That I am the Grantor named in the within instrument.

2. That I am not married.

OR

That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the .....

of ....., in the Province of Alberta, ...

this ..... day of ....., A.D. 19 .....

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

AFFIDAVIT OF EXECUTION

ATTACHED TO AND FORMING PART OF TRANSFER

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, DELBERT C. THOMPSON, of the City of Calgary, in the Province of Alberta, Land Agent

MAKE OATH AND SAY:

1. That I was personally present and did see Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the District City of Cochrane EDMONTON in the Province of Alberta and that I am the subscribing witness hereto.

3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) and ~~XXX~~ (she) ~~XXXX~~ is in my belief of the full age of eighteen years.

SWORN before me at the City
of Calgary, in the Province of Alberta, D.C. Thompson
this 11th day of April, A.D. 19 84.

Fraser William Victor McEwen
Commission Expires
July 1, 1984

Fraser W. McEwen
A Commissioner for Oaths in and for the Province of Alberta

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

ATTACHED TO AND FORMING PART OF THE DOCUMENT

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Dearbat C. Thompson, of the City of Calgary, in the Province of Alberta, Land Agent

MAKE OATH AND SAY:

1. That I was personally present and did see Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the District of Cochrane, Edmonton in the Province of Alberta and that I am the subscribing witness hereto.

3. That I know the said Mary Rose Albina Dolen, Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased) and ~~he~~ (she) ~~each~~ is in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary, in the Province of Alberta, this 11th day of April A.D. 1984.

D. Thompson

Fraser W. McEwen

A Commissioner for Oaths in and for the Province of Alberta

Fraser William Victor McEwen
Commission Expires
July 1, 1984

Dated day 19

MARY ROSE ALBINA DOLEN

Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

(Grantor)

and

FOOTHILLS PIPE LINES (ALTA.) LTD.

(Company)

Amending Agreement

FOOTHILLS PIPE LINES (ALTA.) LTD.

TRACT: 7-28-4-10 & 11

Caveat

TO THE REGISTRAR of the South Alberta Land Registration District.

TAKE NOTICE that FOOTHILLS PIPE LINES (ALTA.) LTD., a body corporate with Head Office in the City of Calgary, in the Province of Alberta, claims an interest in the lands hereinafter described under and by virtue of an Amending Agreement in writing dated the 10 day of April A.D. 19 84, whereby

Mary Rose Albina Dolen
c/o R.X. Dolen — Devon, Alberta
Box 26 — T0C 1E0

the registered owner(s) for valuable consideration agree with FOOTHILLS PIPE LINES (ALTA.) LTD. to amend certain provisions of a Grant of Right-of-Way dated the 29 day of March A.D. 19 80, and registered in the Land Titles Office for the said South Alberta Land Registration District at Calgary on the 30 day of November A.D. 1981 as instrument number 811222448, the lands being:

Right of Way amending agreement

The West Half of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 801042507

Excepting thereout all mines and minerals

being lands described in Certificate of Title No. 801042507 standing in the register

in the name(s) of MARY ROSE ALBINA DOLEN of Cochrane, in the Province of Alberta (Widow), Executrix of the Will of John Francis Dolen (Otherwise known as John F. Dolen and John Dolen) (Deceased)

and FOOTHILLS PIPE LINES (ALTA.) LTD., 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.

THE CAVEATOR appoints 801 Seventh Avenue S.W., Calgary, T2P 3P7, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 31 day of May A.D. 1984

FOOTHILLS PIPE LINES (ALTA.) LTD.
By Its Agent:

Josephine Homulos
JOSEPHINE HOMULOS

AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Josephine Homulos, Supervisor Administration of the City of Calgary, in the Province of Alberta, 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 or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 31 day of May, A.D. 19 84

Josephine Homulos
JOSEPHINE HOMULOS

Grace Higgins
A Commissioner for Oaths in and for the Province of Alberta

Grace Eleanor Higgins
Commission Expires
May 1, 1987

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

881049174

ORDER NUMBER: 58184682

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, WILLIAM K. STROUD
of the CITY of CALGARY
in the Province of Alberta, LAND AGENT
(Occupation)
MAKE OATH AND SAY:

1. THAT I am the agent for TransAlta Utilities Corporation, the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the prupose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the CITY

of CALGARY

in the Province of Alberta, this 18

day of MARCH , A.D. 19 88

A COMMISSIONER FOR OATHS
in and for the Province of Alberta
VIC J. STRYSKI
COMMISSIONER FOR OATHS
APPOINTMENT EXPIRES:
June 27/89

88-094 117 4

'88

Document No.
Reference Certificate No.
DATED A.D. 19

TransAlta Utilities Corporation

RE:

MAR 29

General

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary.

A.D. Registrar
SALRD

Line #80L Ghost - Edmonton

RIGHT-OF-WAY AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 1 day of December A.D. 1987.

BETWEEN: Wanda Dowie of Cochrane, in the Province of Alberta,
(hereinafter called the "Landowner")
- and -
TRANSALTA UTILITIES CORPORATION, (Successor in Title to CALGARY POWER LTD.), a Corporation having its Head Office in the City of Calgary, in the Province of Alberta
(hereinafter called the "Company")

WHEREAS the Landowner is the registered owner of the following lands:

NW Quarter 9, Township 28, Range 4, West of the 5th Meridian
(hereinafter called the "Lands")

1. This Agreement amends the Right of Way Agreement granted to the Company and Registered at Land Titles as Instrument #5623 G.M. on the 27 day of November, 1952.

2. The Consideration for this Agreement is $1.00 paid to the Landowner by the Company and the agreement of the Company to pay Annual Compensation.

3. The Company shall pay to the Landowner Annual Compensation on the following basis:

a) -------SEVENTY-FIVE-------($75.00) DOLLARS for each structure(s) on Cultivated Lands within the Right-of-Way, and;

b) ----------TWENTY----------($20.00) DOLLARS for each structure(s) on Uncultivated Lands within the Right-of-Way

The payments shall be the minimum Annual Compensation for the next 5 years and will be subject to review as provided for in the Surface Rights Act 1983 or amendments thereto.

4. Except as amended by this Amending Agreement, the Right-of-Way Agreement remains unchanged in all other respects and shall remain in full force and effect.

5. The obligation to pay Annual Compensation under this Agreement shall terminate in the event that:

(i) an appropriate assignment of all or a portion of the rights hereunder is not made to a transferee or purchaser of all or a portion of the Lands which are subject to this Right-of-Way, or

(ii) the Structures placed on the Lands by the Company no longer interfere with agricultural operation on the Lands.

(iii) the line is no longer classed as a "major transmission line" under the Surface Rights Act.

IN WITNESS WHEREOF the Landowner has hereunto set his hand and seal and the Company has caused this Agreement to be executed by its proper officers duly authorized in that behalf on the date first above written.

SIGNED, SEALED AND DELIVERED by the above-named Landowner in the presence of:

Wanda Dowie
Owner

WITNESS

Owner

AND BY _____

and by _____
on behalf of TRANSALTA UTILITIES CORPORATION by virtue of a Power of Attorney of record in the Land Titles Office, enabling them in that behalf), in the presence of:

TRANSALTA UTILITIES CORPORATION

PER: _____
Attorney

PER: _____
Attorney

File:17.2

G - 60

Caveat Forbidding Registration

To the Registrar of the SOUTH Alberta Land Registration District

Take Notice that TRANSALTA UTILITIES CORPORATION, a body corporate having its registered office at the City of Calgary, in the Province of Alberta claims an estate and interest in the hereinafter mentioned lands under and by virtue of an RIGHT OF WAY AMENDING AGREEMENT in writing, and dated the 1 day of DECEMBER , 19 87 , and made by WANDA DOWIE as Grantor, in favour of the said TransAlta Utilities Corporation, as Grantee, which aforesaid lands are described as follows:

THE NORTH WEST QUARTER OF SECTION NINE (9)
IN TOWNSHIP TWENTY EIGHT (28)
RANGE FOUR (4)
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THE ROADWAY ON PLAN 1060 Q CONTAINING
1.70 HECTARES (4.20 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

As more particularly described in certificate of title 861102657 standing in the register in the name of WANDA DOWIE
and the said TransAlta Utilities Corporation 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, and it appoints Box 1900, at the City of Calgary, in the Province of Alberta as the place at which notices and proceedings relating hereto may be served.

DATED this 18 day of MARCH , 19 88 .

TRANSALTA UTILITIES CORPORATION

BY: _____
Its Agent.

FORM NO. 300-1114 (05/04)

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

941095085

ORDER NUMBER: 58463422

ADVISORY

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941095085 REGISTERED 1994 04 19
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 4231937 ADR/LMALE
LINC/S: 0021380803

Alberta
ATTORNEY GENERAL

Document Registration Request

AG 1844

4231927

Land Titles Office X Box 7575 Calgary Alberta T2P 2R4 Box 2360 Edmonton Alberta T5J 2T3

Name: Nova Corporation

Account or Party Code #: [redacted]

Cheque Cash

Amount Enclosed

Address (cash customers only)

Client's File #: 000900KA

Return By: Call Box # C175 Mail Courier

Date DD MM YY: 15 04 94

Signature: K. S. Wakelin Watson

Customer's Special Instructions /Advice

Register regardless of prior registrations on title

Register subject to last registered interest being #

Other instructions

Phone #: 290-7106

NW 09-28-04-W5 (C of T. 861102657)

Registration Priority	Documents – List in order of registration priority	Subsequent Services Requested
1	Caveat	Photocopy C of T. Please return Nova's copy
2		
3		
4		
5		
6		
7		
8		

CALGARY L.T.O.

Fax 1 copy of each title and charge to account (limit - 5 titles)

4231927

AG 1844 Rev Apr 01

LAND TITLES OFFICE COPY

the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

AP = V x A x 0.2

where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;

NOVA 3148 (12 - 91) / N91491

Tract No. 0900-322

Area 2.416ha (5.97ac)

NOVA

AMENDING AGREEMENT
PROVINCE OF ALBERTA

This AMENDING AGREEMENT made this 22ND day of MARCH ,1994

BETWEEN:

NOVA Corporation of Alberta
a body corporate with Head Office in the City of Calgary, in the Province of Alberta, (hereinafter referred to as the "Company")

and

WANDA DOWIE (REGISTERED NURSE) OF COCHRANE, ALBERTA

(hereinafter referred to as the "Owner")

WHEREAS the Company is the grantee, under certain right-of-way agreements or easement agreements described in Schedule "A" attached to and forming part of this Amending Agreement (each of such right-of-way agreements and easement agreements being individually referred to as an "Easement"), of certain pipeline rights-of-way across land situated in the Province of Alberta and described as:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 861102657

excepting thereout all mines and minerals (hereinafter referred to as the "said Lands"); and

WHEREAS the Owner is the registered owner of the said Lands; and

WHEREAS the parties hereto are desirous of amending certain terms of each Easement;

NOW THEREFORE in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

1. Each Easement shall henceforth be read together with this agreement, and shall have effect as if all the provisions of such Easement and this agreement were contained in one instrument.

2. On the 30 day of June ,1994 , and on the same day in each succeeding year (hereinafter referred to as the "Payment Date") for the duration of the Easement, the Company agrees to pay to the persons who, ninety (90) days prior to the Payment Date, appear as registered owners of the said Lands on the records of the applicable Land Titles Office (hereinafter referred to as the "Registered Owner"), in the proportions indicated by such records, an aggregate amount (hereinafter referred to as the "Annual Payment") calculated and payable as hereinafter set forth.

3. Notwithstanding clause 2 hereof, it is understood and agreed that should the said Lands, in the Company's sole opinion, be used at any time for purposes of a commercial or industrial nature, be included within the boundaries of any city, town, village, summer village or hamlet, be approved for subdivision for country residential use or be transferred to the Crown, the obligation of the Company to make the Annual Payments provided for herein shall terminate.

4. On each of the first five Payment Dates the Company will pay to the Registered Owner an Annual Payment equal to ONE THOUSAND THREE HUNDRED THIRTEEN ——40/100 Dollars ($ 1,313.40 ——).

5. On each Payment Date thereafter the Company will pay to the Registered Owner an Annual Payment determined pursuant to clause 6 hereof.

6. (a) Within the period commencing on the ninetieth day prior to the sixth Payment Date and ending on the sixth Payment Date, and within each period commencing on the ninetieth day prior to each fifth Payment Date thereafter and ending on each such fifth Payment Date for the duration of the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

AP = V x A x 0.2

where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;

b) Should the Registered Owner fail to agree to accept the Annual Payment as calculated in paragraph 6(a) for any reason within thirty (30) days from the day that the Company provided the Registered Owner with the Company's determination of the bare land per acre value as provided for in paragraph 6(a), the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement for any reason as to such appointment within a further fourteen (14) days, the Company shall appoint a person as an appraiser. In either event such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (hereinafter referred to as the "appraiser"). The appraiser shall determine the en bloc per acre value of the said Lands as bare lands without any buildings, fixtures or other improvements within, upon or under the said Lands (hereinafter referred to as the "Land Value") and shall prepare an appraisal report respecting the said Lands and the Land Value thereof (hereinafter referred to as the "appraisal"). The Land Value set forth in the appraisal shall be determined as of the first day of the applicable period described in paragraph 6(a). The appraisal shall be prepared in accordance with the standards, ethics and practices established by the Appraisal Institute of Canada. A copy of the appraisal shall be provided to the Company and the Registered Owner. The Land Value so determined shall be binding upon the Company and the Registered Owner, and thereafter the Annual Payment shall be calculated as follows:

AP = LV x A x 0.2

where:

AP = Annual Payment;

LV = en bloc bare land per acre value as detailed in the appraisal;

A = number of acres contained within the Right-of-Way.

The Annual Payment determined in accordance with this clause 6 shall be payable pursuant to clause 5 hereof on the Payment Date immediately following the first day of the applicable period described in paragraph 6(a), and on the four Payment Dates immediately following thereafter.

7. The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate, being the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks, existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

8. It is understood and agreed that, notwithstanding any provision in this agreement or any Easement and notwithstanding any rights the Registered Owner may have in law or in equity, should the Company fail to pay any amount payable under this agreement or any Easement, the Registered Owner's sole remedy shall be to recover from the Company such amount and any interest payable thereon, and in no event shall the Registered Owner, for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted by such Easement, as amended hereby.

9. If any Easement contains a provision whereby in the event that the Company constructs additional pipelines within the Right-of-Way, it shall pay a sum equal to the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline has increased in market value over the amount paid in relation to such portion of the Right-of-Way at the time of the immediately preceding pipeline construction, then such clause is hereby deleted as of the date hereof from such Easement and is of no further force or effect.

10. If any Easement contains a clause whereby the market value of the Right-of-Way actually required in the construction of an additional pipeline as referred to in clause 9 of this agreement may be arbitrated, then such provision is hereby deleted as of the date hereof from such Easement and is of no further force or effect.

11. In the event that any Easement grants the right to construct, operate and maintain only a single pipeline (together with certain works of the Company) within the Right-of-Way, such Easement is hereby amended to grant the Company the right to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including, without limiting the generality of the foregoing, all such drips, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertakings of the Company for the carriage, conveyance and transportation of water, natural and artificial gas, oil, petroleum, petroleum substances and other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof.

12. The covenants and conditions contained within each Easement, as amended hereby, shall be of the same force and effect to all intents and purposes as a covenant running with the land and shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto; provided, however, that notwithstanding anything to the contrary contained in this agreement or any Easement, it is mutually agreed and understood that clauses 2 to 6 hereof shall neither extend to nor be binding upon any trustee under the Deed of Trust & Mortgage between NOVA Corporation of Alberta (formerly NOVA, AN ALBERTA CORPORATION and formerly The Alberta Gas Trunk Line Company Limited) and Montreal Trust Company dated as of May 1, 1958 as the same may be amended or supplemented.

13. The clause within each Easement containing the addresses to which the parties to each such Easement may serve notices on each other is hereby deleted in its entirety and a new clause attached hereto as Schedule "B" is inserted in lieu thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered these presents all as of the date first above written.

SIGNED AND DELIVERED
by the Owner in the presence of:

(Witness)

WANDA DOWIE

(Witness)

NOVA CORPORATION OF ALBERTA

TEAM LEADER
DEPARTMENT
RESOURCES

Per:

TEAM LEADER
SURFACE LAND
ADMINISTRATION

Per:

APPROVED

NOVA 2148 (11-82) / N31482

Tract No. 0900-322

SCHEDULE "A"

Right-of-Way Agreement or Easement Agreement	Alberta Land Titles Registration Number and Date
Easement Agreement between John Francis Doten and The Alberta Gas Trunk Line Company Limited dated January 22, 1960	8316 H.V. dated February 12, 1960

SCHEDULE "B"

All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid first class mail addressed as follows:

To the Owner: R.R.#1 Cochrane, Alberta T0L 0W0

To the Company: 601 Seventh Avenue S.W.
P.O. Box 2535, Station "M"
Calgary, Alberta, Canada
T2P 2N6

or such other address, in either case, as the Owner or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid first class mail, seven (7) days after the mailing thereof.

CONSENT OF SPOUSE

I, Robert J. Dowie
Wanda Dowie
being married to the above named (the Owner) 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, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

.....
Spouse of Owner

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by Robert J. Dowie apart from her husband (or his wife).

2. Robert J. Dowie acknowledged to me that she (or he)

(a) is aware of the nature of the disposition.

(b) is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at COCHRANE DISTRICT, in the Province of Alberta, this 22nd day of MARCH 1994

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

DAVID J. THOMPSON
Commission Expires
August 1, 1995

AFFIDAVIT

I, , of

In the Province of (Occupation)

make oath and say:

1. That I am the Owner named in the within instrument.

2. That I am not married.

OR

That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the .....
of ....., in the Province of .....
this ..... day of 19

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, DAVID J. THOMPSON, of the
of Of The City Of Calgary, in the Province of Alberta, Land Agent
make oath and say:

1. That I was personally present and did see Wanda Dowie named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the DISTRICT of COCHRANE in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Wanda Dowie and he (she) (each) is in my belief of the full age of eighteen years.

SWORN before me at the CITY
of CALGARY, in the Province of Alberta,
this 23RD day of MARCH 1994

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

Sharon Lynn McFetridge
My appointment expires
on April 13, 19[illegible]

Tract No. 0900-322

NOVA

CAVEAT

TO THE REGISTRAR of the South Alberta Land Registration District

TAKE NOTICE that NOVA Corporation of Alberta, a body corporate with Head Office in the City of Calgary, in the Province of Alberta, claims an interest in the lands hereinafter described under and by virtue of an Amending Agreement in writing dated the 22 day of March 1994, whereby

Wanda Dowie
R.R.#1 Cochrane, Alberta T0L 0W0

the registered owner(s), for valuable consideration, agree with NOVA Corporation of Alberta to amend certain provisions of (an) agreement(s) registered in the Land Titles Office for the said South Alberta Land Registration District at Calgary as instrument number(s) 6316 H.V. on February 12, 1960 respectively, the lands being:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian as contained and described in Certificate of Title No. 861102657

Excepting thereout all mines and minerals

being lands described in Certificate of Title No. 861102657 standing in the register

in the name(s) of WANDA DOWIE (REGISTERED NURSE) OF COCHRANE, ALBERTA

and NOVA Corporation of Alberta 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.

THE CAVEATOR appoints 801 Seventh Avenue S.W., P.O. Box 2535, Station M, Calgary, T2P 2N6, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this ...6..... day of .....April....., 19.94...

NOVA Corporation of Alberta
By its Agent:

.....
LARRY LOOMES

AFFIDAVIT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Larry Loomes .....
of the City of Calgary, in the Province of Alberta, Team Leader, Surface Land Administration
MAKE OATH AND SAY:

1. THAT I am the agent for the above named Caveator.
2. THAT I believe that the 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 in or proposing to deal therewith.

SWORN before me at the City of Calgary
in the Province of Alberta, this ...6.....
day of ....April....., 1994.

.....
LARRY LOOMES

Brenda Mae Isaman
A Commissioner for Oaths in and for the Province of Alberta

BRENDA MAE ISAMAN
Commission expires
December 22, 1995

NOVA 3209 (03 - 92) / N3209

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

981376764

ORDER NUMBER: 58463422

ADVISORY

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Alberta
REGISTRIES

Document Registration Request

Land Titles ✓ Box 7575 Calgary, Alberta T2P 2R4, Telephone (403) 297-6511
Box 2380 Edmonton, Alberta T5J 2T3, Telephone (403) 427-2742

Name: NOVA Gas Transmission Ltd. Cheque Cash

Account or Party Code No.: [redacted]

Address (cash customers only):

Postal Code:

Amount Enclosed:

Customer's File No.: 100381/SN

Return By: Call Box No. Mail Courier: CTS Please ~~Hold~~ put in call box

Date: year 1998 month 11 day 24

Signature of Requester: S. Nagy

Customer's Special Instructions / Advice:

Register regardless of prior registrations on title

Register subject to last registered interest being No.

Other instructions

Telephone No.: 290-7539

Registration Priority	Documents - List in order of registration priority	Subsequent Services Requested
1	Simultaneous Discharge of Caveat	Return duplicate
2	Register Instrument under Sec. 145 of Land Titles Act.	Return photocopy of C. of T. & duplicate of W/D of Caveat.
3		
4		
5		
6		
7		
8		

RECEIVED
NOV 25 1998
CALGARY L.T.O.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to Alberta Registries, Research and Program Development, 9th Floor, John E. Brownlee Building, 10365 - 97 Street, Edmonton, Alberta T5J 3W7, (403) 422-7838

7585029

REG 3132 (97/07)

Refunds of overpayments will not be issued if less than $5.00.

Tract No. 9070-24

Area .....

.....

.....

GRANT OF RIGHT-OF-WAY

PROVINCE OF ALBERTA

I, (We), Wanda Dowie (Registered Nurse) of Cochrane, Alberta

(hereinafter referred to as the "Grantor"), being registered as owner of an estate in fee simple; subject, however, to such encumbrances, liens and interests as are at the date hereof set forth in the existing certificate of title, in all that certain tract of land situate in the Province of Alberta and being composed of:

North West Quarter of Section Nine (9), Township Twenty-Eight (28), Range Four (4), West of the Fifth Meridian
as contained and described in Certificate of Title No. 881102657

subject to any exceptions or reservations of mines or minerals appearing on the title, but, in any case, excepting thereout all mines and minerals (hereinafter referred to as the "said Lands");

DO HEREBY, in consideration of the sum of Seven Hundred Seventy Five — 50/100 Dollars ($ 775.50), such sum including payment for all adverse effect upon the said Lands related to or arising out of this Grant of Right-of-Way, (hereinafter referred to as the "Consideration") paid or to be paid and the covenants and agreements made by:

NOVA Corporation of Alberta
a body corporate with Head Office in the City of Calgary,
in the Province of Alberta (hereinafter referred to as
the "Company"),

GRANT, CONVEY and TRANSFER unto the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use that portion of the said Lands, being a right-of-way, 12.00 Metres in Width

as approximated on a plan or plans of right-of-way attached hereto and as more particularly described on a plan of survey No. 9512315 registered in the appropriate Land Titles Office (hereinafter referred to as the "Right-of-Way"), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair one or more pipelines together with all the works of the Company including, without limiting the generality of the foregoing, all such drips, valves, fittings, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with or incidental to the undertakings of the Company for the carriage, conveyance and transportation of water, natural and artificial gas, oil, petroleum, petroleum substances and other gaseous or liquid hydrocarbons and any products, by-products or mixtures thereof (all of which are collectively hereinafter referred to as the "said Works").

The aforesaid rights, licences, liberties, privileges and easements are herein granted for so long hereafter as the Company may desire to exercise same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Company:

MANNER OF PAYMENT OF CONSIDERATION

1.1 The Consideration shall be paid in the following manner:

(a) Fifty Dollars ($50.00) by cheque or draft of the Company or its agent upon execution and delivery of this Grant of Right-of-Way (receipt of which sum is hereby acknowledged); and

(b) The balance of Seven Hundred Twenty Five — 50/100 Dollars ($ 725.50) by cheque or draft of the Company or its agent payable to the Grantor or others interested in the said Lands as purchaser, mortgagee, encumbrancee or otherwise (hereinafter referred to as "Other Interested Parties") upon the obtaining of all postponements or discharges necessary to provide the Company with the Right-of-Way free and clear of all encumbrances, liens and interests whatsoever.

1.2 It is expressly acknowledged and agreed that the Company may use and pay all or any part of the balance of the Consideration referred to in paragraph 1.1(b) to obtain postponements and discharges therein referred to.

ADDITIONAL TERMS AND CONDITIONS

2. In this Grant of Right-of-Way the terms defined below shall have the following meanings ascribed to them:

"Registered Owner" shall mean a person who, ninety (90) days prior to the Payment Date, appears as a registered owner of the said Lands on the records of the applicable Land Titles Office;

"Payment Date" shall mean the 30 day of June , 19 94 , and the same day in each succeeding year, in respect of any Annual Payment or annual compensation that may be or may become payable under this Grant of Right-of-Way.

3. Clause 3 set forth in Schedule "A" hereto is incorporated by reference and made a part of this Grant of Right-of-Way.

4.1 If at any time the Company shall require the Right-of-Way for any of the said Works to be located above ground, the Company shall consult with the Grantor as to the appropriate location of such Works and shall locate such Works, insofar as may be practicable so to do, in such a fashion as to provide a minimum of inconvenience to the Grantor. Upon furnishing to the Grantor a plan of the intended location, the Company shall have the right to fence and use such portions of the Right-of-Way as may, in its opinion, be required.

4.2 Notwithstanding anything herein contained to the contrary, the Grantor hereby grants, conveys and transfers unto the Company, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the right, licence, liberty, privilege and easement to clear and to use a portion of the said Lands, being a right-of-way ten (10) metres in width, as may be reasonably required by the Company for convenient access, on foot, by vehicle and with machinery, within and across the said Lands to the said Works located above ground (the "Access Right-of-Way") provided, however, that the Company shall have no right to use the Access Right-of-Way until such time as the Company has consulted with the Grantor with respect to the location of the Works referred to in subclause 4.1 hereof. The Company shall consult with the Grantor with respect to the location of the Access Right-of-Way within the said Lands, and to the extent practicable such Access Right-of-way shall encompass existing roads, trails and gates located within the said Lands.

4.3 On each Payment Date for so long as the Company shall require the Right-of-Way for any of the Works to be located above ground, the Company agrees to pay to the Registered Owner annual compensation for any inconvenience caused by the Works and the Access Right-of-Way referred to in subclauses 4.1 and 4.2 hereof, and for all damage caused by fencing any such portion of the Right-of-Way and the Company's use of the Access Right-of-Way. Payments made annually pursuant to this subclause 4.3 are subject to review and adjustment upon the written request of the Registered Owner every five (5) years commencing five (5) years after the first Payment Date, and if the Company and the Registered Owner fail to agree with respect to the adjustment, if any, to be made to such payment within ninety (90) days of such written request, then the matter shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

5. The Company shall compensate the Grantor and/or Other Interested Parties, as their respective interests for the time being may appear, for all damage occurring as a result of the construction or operation of the said Works including, without limiting the generality of the foregoing, all damage done to any crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lanes, improvements or equipment on the said Lands by reason of the exercise of the rights herein granted.

6. The Company, insofar as may be practicable so to do, shall bury and maintain all pipe so as not to interfere unreasonably with the ordinary cultivation of the said Lands and shall restore all drains damaged or disturbed in accordance with good drainage practice.

7. It is further agreed that the Company may at any time for whatsoever reason or cause, at its election on notice in writing to the Grantor, terminate this Grant of Right-of-Way and the same thereafter shall be of no further effect and the Company shall stand relieved of all obligations, other than those which accrued prior to the date of termination, provided, however, that upon the termination of this Grant of Right-of-Way, the Company, if this agreement shall then have been registered, shall forthwith at its expense procure the cancellation of such registration.

8. Upon the abandonment of the said Works and the termination of all the rights hereby granted, the Company may, at its option, leave and abandon in place any of the said Works which have been buried and shall in any event, insofar as may be practicable so to do, restore the surface of the Right-of-Way to the same condition as it was prior to the entry thereon and the use thereof by the Company.

9. Subject always to the rights herein granted, the Grantor shall have the right fully to use and enjoy the said Right-of-Way to the extent that such use does not interfere with the rights herein granted to the Company. Without limiting the generality of the foregoing the Grantor shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said Right-of-Way any pipe, pit, well, foundation, pavement or other structure or installation or do or permit to be done any mining, quarrying, land levelling or other work or activity of any like or similar nature on, in or under the Right-of-Way.

10. Subject to clause 9, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement (other than a normal farming operation) which can be practically made to the said Lands, and the cost of making such an improvement is increased by the existence of the said Works, the Company agrees to reimburse to the Grantor the increase in cost of making such an improvement which is a direct result of the existence of the said Works. If the Company and the Grantor fail to agree within ninety (90) days of any such notification as to the practicality of making the proposed improvement or the amount of the increase in cost of making any such improvement which is directly a result of the existence of the said Works, then the matters in dispute shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

11. The Company shall, insofar as may be practicable so to do, separate and save the topsoil on the Right-of-Way prior to construction and replace it following construction.

12. If the Grantor and the Company cannot agree on any amount to be paid pursuant to clause 4, the amount of compensation for damage to be paid pursuant to clause 5, any of the matters referred to in clause 10, or any other matter in relation to which this clause 12 is expressly referred to, the matter or matters at issue shall be submitted to, and determined by, three (3) disinterested arbitrators; one to be appointed by the Grantor, one by the Company and the third by the two arbitrators so appointed, and any decision of any two of such three arbitrators shall be final and conclusive provided that, in all respects, the provisions of the Arbitration Act of the Province of Alberta, as amended from time to time, shall apply. The costs of and incidental to any arbitration are to be determined and awarded as the arbitrators may, in their sole discretion, decide.

13. The Company shall pay all rates and taxes that may be assessed and levied from time to time against the said Works, its interest in the said Lands or in connection with its operations therein and thereon.

14. The Company, upon performing and observing the terms and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, licences, liberties, privileges and easements 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.

15. It is understood and agreed that notwithstanding any provision in this Grant of Right-of-Way and notwithstanding any rights that any person having an interest may have in law or in equity, should the Company fail to pay any payment payable hereunder, including any payment which may be payable under subclauses 3.1 or 4.3 hereof, the sole remedy of any such person having an interest shall be to recover from the Company such amount and any interest payable thereon, and in no event shall such person having an interest, for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted hereunder.

16. This Grant of Right-of-Way may be assigned by the Company in whole or in part as to all or any portion of the rights, licences, liberties, privileges and easements hereby granted, transferred and conveyed.

17. The Company covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions arising by reason of the exercise of the rights herein granted to the Company save and except liabilities, damages, costs, claims, suits or actions arising through the gross negligence or wilful misconduct of the Grantor. Notwithstanding the foregoing, the Company shall not in any event be liable for consequential damages. In the event that any of the said Works are abandoned in place, this covenant shall survive the termination of the Grant of Right-of-Way and shall continue to bind the Company for so long thereafter as any of the said Works remain on or under the Right-of-Way.

18. The rights, licences, liberties, privileges and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this Grant of Right-of-Way, including all the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto.

19. If any provision of this Grant of Right-of-Way is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided, however, that the remainder of this Grant of Right-of-Way shall continue in full force and effect.

Tract No. 9070-24

20. This Grant of Right-of-Way sets forth the entire agreement and understanding between the parties hereto, and the Grantor agrees that there are no other prior representations affecting this Grant of Right-of-Way, other than as are herein set forth or as may be set forth in an agreement in writing between the parties made subsequent hereto.

21. This Grant of Right-of-Way shall be construed in accordance with the laws in force in the Province of Alberta.

22. Words herein importing number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.

23. All notices, certificates or payments to be given or made hereunder shall be in writing and may be served personally or by prepaid first class mail addressed as follows:

to the Grantor: R.R.#1 Cochrane, Alberta T0L 0W0

to the Company: 801 Seventh Avenue S.W.
P.O. Box 2535, Station 'M'
Calgary, Alberta T2P 2N6

or such other address, in either case, as the Grantor or the Company respectively may from time to time advise, and any such notice, certificate or payment shall be deemed to be given to and received by the Addressee upon personal service or, if served by prepaid first class mail, seven (7) days after the mailing thereof.

IN WITNESS WHEREOF, the Grantor and the Company have executed and delivered these presents this 22nd day of March, 1994.

SIGNED AND DELIVERED
by the Grantor in the presence of:

(Witness)

WANDA DOWIE

(Witness)

NOVA CORPORATION OF ALBERTA

Per: TEAM LEADER DEPARTMENT RESOURCES

Per: TEAM LEADER SURFACE LAND ADMINISTRATION

APPROVED

NOVA 0021 (11 - 92) L NOR213

SCHEDULE "A"

(Delete and initial one of the following boxes)

3.1 On each Payment Date for the duration of this Grant of Right-of-Way, the Company agrees to pay to the Registered Owner, in the proportion of such Registered Owner's interest in the said Lands as indicated on the records of the applicable Land Titles Office, an aggregate amount (hereinafter referred to as the "Annual Payment") calculated and payable as hereinafter set forth.

3.2 Notwithstanding subclause 3.1 hereof, it is understood and agreed that should the said Lands, in the Company's sole opinion, be used at any time for purposes of a commercial or industrial nature, be included within the boundaries of any city, town, village, summer village or hamlet, be approved for subdivision for country residential use or be transferred to the Crown, the obligation of the Company to make the Annual Payments provided for in this clause 3 shall terminate.

3.3 On each of the first five Payment Dates the Company will pay to the Registered Owner an Annual Payment equal to Five Hundred Seventeen ——— 00/100 Dollars ($ 517.00).

3.4 On each Payment Date thereafter the Company will pay to the Registered Owner an Annual Payment determined pursuant to subclause 3.5 hereof.

3.5 (a) Within the period commencing on the ninetieth day prior to the sixth Payment Date and ending on the sixth Payment Date, and within each period commencing on the ninetieth day prior to each fifth Payment Date thereafter and ending on each such fifth Payment Date for the duration of the Company's obligation to pay Annual Payments hereunder, the Company shall provide the Registered Owner with the Company's determination of the bare land per acre value upon which the Annual Payment shall be calculated, as at the commencement of each such period, in accordance with the following formula:

AP = V x A x 0.2

where:

AP = Annual Payment;

V = bare land per acre value determined by the Company;

A = number of acres contained within the Right-of-Way.

Upon the Registered Owner agreeing to accept the Annual Payment as calculated above, such agreement shall be confirmed in a memorandum signed by the Registered Owner and the Company;

(b) Should the Registered Owner fail to agree to accept the Annual Payment as calculated in paragraph 3.5(a) for any reason within thirty (30) days from the day that the Company provided the Registered Owner with the Company's determination of the bare land per acre value as provided for in paragraph 3.5(a), the Company and the Registered Owner shall attempt to agree upon the appointment of a person as an appraiser. Failing agreement for any reason as to such appointment within a further fourteen (14) days, the Company shall appoint a person as an appraiser. In either event such person shall not be an employee of the Company, but shall hold the designation of Accredited Appraiser Canadian Institute (hereinafter referred to as the "appraiser"). The appraiser shall determine the en bloc per acre value of the said Lands as bare lands without any buildings, fixtures or other improvements within, upon or under the said Lands (hereinafter referred to as the "Land Value") and shall prepare an appraisal report respecting the said Lands and the Land Value thereof (hereinafter referred to as the "appraisal"). The Land Value set forth in the appraisal shall be determined as of the first day of the applicable period described in paragraph 3.5(a). The appraisal shall be prepared in accordance with the standards, ethics and practices established by the Appraisal Institute of Canada. A copy of the appraisal shall be provided to the Company and the Registered Owner. The Land Value so determined shall be binding upon the Company and the Registered Owner, and thereafter the Annual Payment shall be calculated as follows:

AP = LV x A x 0.2

where:

AP = Annual Payment;

LV = en bloc bare land per acre value as detailed in the appraisal;

A = number of acres contained within the Right-of-Way.

The Annual Payment determined in accordance with this subclause 3.5 shall be payable pursuant to subclause 3.4 hereof on the Payment Date immediately following the first day of the applicable period described in paragraph 3.5(a), and on the four Payment Dates immediately following thereafter.

3.6 The Registered Owner shall be entitled to interest on any portion of an Annual Payment due and not paid within thirty (30) days after the applicable Payment Date at the Bank Rate, being the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks, existing at such Payment Date plus one (1%) per cent, from such Payment Date until full payment of such portion is made. For the purpose of establishing such Bank Rate, the Bank Rate set forth in the Bank of Canada Review shall be conclusive proof thereof.

OR

3.1 In the event the Company constructs additional pipelines within the Right-of-Way, it shall pay to the Grantor a sum equal to the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline or pipelines has increased in market value over the amount paid in relation to such portion of the Right-of-Way under this Grant of Right-of-Way at the time of the immediately preceding pipeline construction. The Company shall specify the portion of the Right-of-Way required prior to the construction of such additional pipeline or pipelines.

3.2 If the Grantor and the Company cannot agree on the amount, if any, by which the portion of the Right-of-Way actually required in the construction of the additional pipeline or pipelines has increased in market value, as described in subclause 3.1 hereof, such amount shall be referred to and determined by three (3) disinterested arbitrators as described in clause 12 hereof.

PAGES

Tract No. 9070-24

CONSENT OF SPOUSE

I, Robert J. Dowie
Wanda Dowie

being married to the above named (the Grantor) 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, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

.....
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by Robert J. Dowie apart from her husband (or his wife).

2. Robert J. Dowie acknowledged to me that she (or he)

(a) is aware of the nature of the disposition.

(b) is aware that The Dower Act, R.S.A. 1980, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.

(c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by The Dower Act, R.S.A. 1980, to the extent necessary to give effect to the said disposition.

(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at COCHRANE DISTRICT, in the Province of Alberta, this 22nd day of MARCH 19 94

A Commissioner for Oaths in and for the Province of Alberta

DAVID J. THOMPSON
Commission Expires
August 1, 1995

AFFIDAVIT

I, , of

In the Province of (Occupation)

make oath and say:

1. That I am the Grantor named in the within instrument.

2. That I am not married.

OR

That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the .....
of ....., in the Province of
this ..... day of 19

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

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, DAVID J. THOMPSON of the City Of Calgary, of ....., in the Province of Alberta, Land Agent

make oath and say:

1. That I was personally present and did see Wanda Dowie named in the within instrument, who is personally known to me to be the person named therein duly sign and execute the same for the purpose named therein.

2. That the same was executed at the DISTRICT of COCHRANE in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Wanda Dowie and he (she) (each) is in my belief of the full age of eighteen years.

SWORN before me at the CITY
of CALGARY, in the Province of Alberta,
this 23RD day of MARCH, 19 94

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

Sharon Lynn McFetridge
My appointment expires
on April 13, 1995

NOVA 0621 (11 - 91) / N06218

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

091240022

ORDER NUMBER: 58630627

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

ALBERTA RIGHT-OF-WAY AGREEMENT

I (WE) **DORIS E MCDOUGALL** of **COCHRANE**, in the Province of **ALBERTA**, (hereinafter called "the Grantor(s)") being the registered owner(s) or entitled to become the registered owner(s) of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

MERIDIAN 5 RANGE 4 TOWNSHIP 28
SECTION 9
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE OR LESS
ROAD	1060Q	1.70	4.20	
SUBDIVISION	9511999	11.22	27.7	
SUBDIVISION	9710834	10.817	26.73	

EXCEPTING THEREOUT ALL MINES AND MINERALS

AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NO.: 981 011 618

Excepting thereout all MINES and MINERALS in all of that certain tract of land (hereinafter called "the said lands"). In consideration of the sum of — **FIVE HUNDRED ($500.00)** — Dollars (receipt of which is hereby acknowledged) paid to the Grantor by

HARMATTAN GAS PROCESSING LIMITED PARTNERSHIP
By its General Partner
TAYLOR PROCESSING INC.

(hereinafter called the "Grantee") and in consideration of the covenants hereinafter contained I 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 or through the said lands to construct, operate and maintain a pipeline ~~or pipelines~~ including accessories and appurtenances and for any other purpose preparatory or incidental thereto including the right to repair, add to, or replace the said pipeline or ~~pipelines~~

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

1. FILING PLAN OF SURVEY
The Grantee agrees that on or before two years after the date the additional payment is made as stated in Clause 3 the Grantee will file at the appropriate Land Titles Office a Plan of Survey of the right-of-way ---10--- **meters** in width across the said lands in the approximate location as shown on a sketch plan initialled by the parties and delivered to the Grantor upon signing of this agreement. If the Grantee has not either filed a Plan of Survey within the two year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right-of-way to be substantially in the location shown on the sketch plan, on or before two years from the date hereof, this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands.

2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT-OF-WAY
Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents as shall restrict this agreement and the rights herein granted to the right-of-way shown upon the Plan of Survey.

3. ADDITIONAL PAYMENT
Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the said lands, whichever occurs first; the Grantee shall pay an additional consideration to the Grantor calculated at the rate of ---FIVE THOUSAND FIVE HUNDRED DOLLARS--- ($5,500.00) per acre of right-of-way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor by **June 30, ~~2012~~**, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the said lands. June 30, 2011

4. PROTECTION OF RIGHT-OF-WAY
(a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way:

i. The Grantor shall not use the right-of-way for any purpose which might either interfere with the rights granted herein to the Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee; including, in particular:

No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.

ii. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of action, proceedings, claims, demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

(b) The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the said pipeline, pipelines, and right-of-way, in connection with the excavation, drilling, installation, erection, repair or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the right-of-way.

5. REMOVAL OF PROPERTY
Notwithstanding any rule of law or equity, the pipeline or pipelines shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the said lands and shall at any time and from time to time be removable in whole or in part by the Grantee.

6. DAMAGES
The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee; its servants, agents or contractors.

7. LIABILITY
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 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 wilful damage or gross negligence by the Grantor.

8. TOPSOIL
Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor; strip the topsoil from the ditch line prior to construction such width as may be required under good oil field practices and in compliance with existing regulations and replace the topsoil as near as possible to its original condition following construction.

9. TAXES
The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands and installation, or in connection with its operations thereon.

10. ABOVE GROUND INSTALLATION
The Grantee shall, so far as may be practicable, locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within sixty (60) days from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinafter provided.

~~11. ADDITIONAL PIPELINES~~
The Grantor acknowledges and agrees that there shall be initially constructed in the right-of-way one pipeline. ~~The Grantee~~ has the right to construct and install additional pipeline and/or pipelines within the right-of-way. ~~The Grantee~~ shall pay to the Grantor or his assigns a sum calculated at a rate per acre to be agreed ~~upon between~~ the Grantor and the Grantee for that portion of the right-of-way utilized for the construction ~~and installation~~ of the additional pipeline or pipelines. PROVIDED ALWAYS that the Grantee may ~~at the Grantee's~~ sole discretion in relation to any such additional pipeline and/or pipelines, lay more than ~~one pipeline~~ in the same construction operation; and that construction shall not be delayed by the provisions ~~of this Article.~~

12. DISCONTINUANCE AND ABANDONMENT
Upon the discontinuance of the use of the said right-of-way and of the exercise of the right(s) hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the said lands were prior to the entry thereon and the use thereof by the Grantee:

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right-of-way. The grantee continues to be liable as long as the pipeline is in the ground.

13. DISCHARGE OF ENCUMBRANCES
The Grantee shall have the right at its option, to pay or discharge any balance owing under any agreement of sale or mortgage or any tax charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereof and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

14. ARBITRATION
If the amount for compensation for damages, and/or above ground structures, and/or additional pipelines payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

15. DEFAULT
Notwithstanding anything herein contained to the contrary, the Grantee shall not be in default in the performance of any of its covenants or obligations under this Agreement, unless and until the Grantor has notified the Grantee in writing of such default and the Grantee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

16. FORCE MAJEURE
Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee.

17. ADDITIONAL TERMS
Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed by the Grantor and the Grantee.

18. ASSIGNMENT
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.

19. QUIET ENJOYMENT
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 and easements, hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the right-of-way for the purposes herein set forth.

20. NOTICES

All notices to be given hereunder may be given by registered letter addressed to
The Grantee at **1700, 355 – 4 AVENUE SW, CALGARY, AB T2P 0J1**
And to the Grantor at **BOX 928, COCHRANE, AB T4C 1A9**

Or such other addresses 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 fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this 12 day Of August, A.D, 2009.

SIGNED, SEALED AND DELIVERED
In the presence of:

Stacey McMillan (Witness)

GRANTOR:

DORIS E MCDOUGALL

GRANTEE: **HARMATTAN GAS PROCESSING LIMITED PARTNERSHIP**
By its General Partner
TAYLOR PROCESSING INC.

(Witness)

Per: _____
RANDY TOONE
Divisional Vice President
Field Gathering and Processing Operations

CONSENT OF SPOUSE

I, _____being married to the above named _____ (Grantor) 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, to the extent necessary to give effect to the said disposition.

_____
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____apart from her husband/his wife.

2. _____acknowledged to me that she/he:

   (a) Is aware of the nature of the disposition;
   (b) Is aware that the Dower Act, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   (c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, to the extent necessary to give effect to the said disposition.
   (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at_____, in the Province of Alberta this _____ day of _____, A.D, 2009.

_____

DOWER AFFIDAVIT

I, Doris E mcdougall of Cochrane in the Province of Alberta, land owner
(Occupation)
make oath and say:

1. THAT I am the Grantor named in the written instrument.
2. THAT I am not married

OR

~~3. THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage~~.

SWORN before me at the district)
Of Cochrane in the)
Province of Alberta this 12)
Day of August, 2009.)

D E M Dougall

A Commissioner for Oaths in and for the Province of Alberta
STACEY McMILLAN
A Commissioner for Oaths
In and for the Province of Alberta
Expiry: 04/20/2010

AFFIDAVIT OF EXECUTION

I, Stacey McMillan of Calgary, in the Province of Alberta, Land Agent

MAKE OATH AND SAY:

1. I was personally present and did see **DORIS E MCDOUGALL** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at Cochrane, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **DORIS E MCDOUGALL** and he (she) is in my belief of the full age of eighteen years.

SWORN before me at the city)
Of Calgary in the)
Province of Alberta this 13)
Day of August, 2009.)

Stacey McMillan

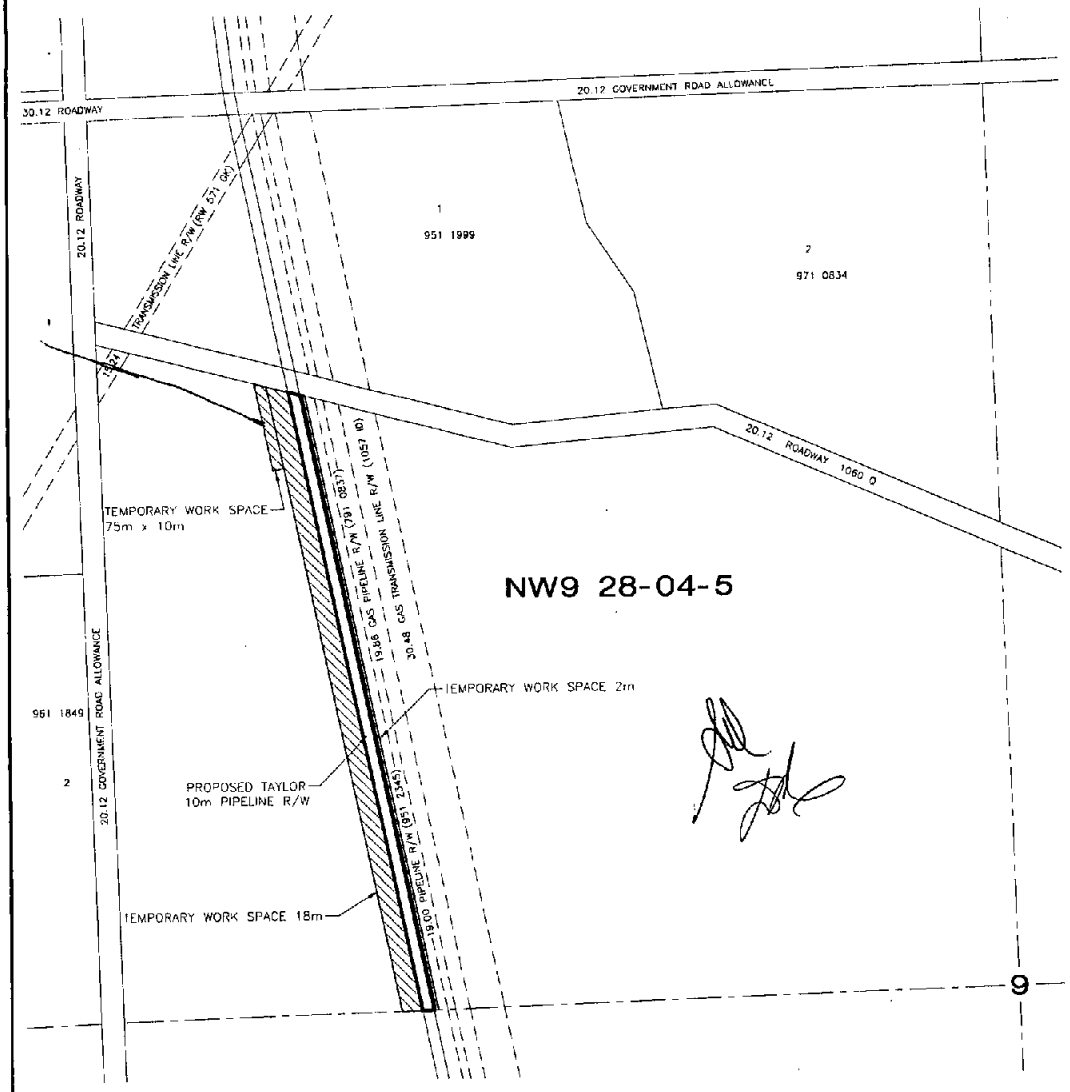
JONATHAN LORNE McKENZIE
A Commissioner for Oaths
In and for the Province of Alberta
My Commission expires April 16, 2011

HARMATTAN TO COCHRANE DELIVERY PIPELINE

PROPERTY SKETCH SHOWING LOCATION FOR PROPOSED NEW PIPELINE

TAYLOR

COUNTY OF: **ROCKYVIEW NO.44** LEGAL DESCRIPTION: **NW9 28-04 W5M**



OWNER:
DORIS F. MCDOUGALL

C. of T. No.:
981 011 618

PERMANENT EASEMENT = 0.56 ha (1.39 acres)

TEMPORARY WORK SPACE = 1.21 ha (2.99 acres)

SUNSTONE PROJECTS LTD.	ALL DISTANCES AND AREAS ARE APPROXIMATE AND ARE BASED ON A.E.P. DIGITAL PARCEL MAPPING DATA FILES.	PLOT DATE: Apr 20/00 REV. 0	CAD FILE: 528004
		PROJECT No: 200541	DRAWING No: A-0541-A-528004NW9A
			SCALE: 1:5000



091240022 REGISTERED 2009 08 17
UTRW - UTILITY RIGHT OF WAY
DOC 1 OF 1 DRR#: C05D829 ADR/TNICHOLL
LINC/S: 0027046036